F-128(6) Clear Lake-Forest Boundary Unit, 1952
Winchester Bay-Forest Boundary
#3819 Sec. of the Oregon Coast Hwy.

Mr. Baldock

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March 11th, 1954

FINAL COST ANALYSIS

Clear Lake-Forest Bdry. Unit
Contract #3819
F-128 (6)

Grimstad & Vanderveldt, Contractors
C. C. Gall, Resident Engineer

Oregon Coast Highway
Prefix 10-1065-201(41)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All	All	$	$	$ 12,366.90	$ 8,000.00
Struct. Excav., Unclass.	805.3	Cu. Yd.	1.51	2.00	1,216.75	1,610.60
Trench " "	814.6	" "	1.52	2.00	1,242.46	1,629.20
General Excavation, Unclassified	233,504.5	" "	0.267	0.28	62,346.50	65,381.26
Short Overhaul	812,527	Yd. Sta.	0.02	0.02	16,250.54	16,250.54
Long "	3,106.2	C-Yd. Sta.	0.50	0.50	1,553.10	1,553.10
Finish R/B & Slopes	1.17	Mile	652.05	600.00	762.91	702.00
Rounding Cutbanks	7,384	Lin. Ft.	0.23	0.15	1,747.91	1,107.60
6" Perf. Metal Drain Pipe, Coated	1,336	" "	1.47	2.00	1,957.32	2,672.00
3/8"-0" Backfill in Drains	236	Cu. Yd.	5.67	6.00	1,337.67	1,416.00
60" Extra Strength Corr. Metal Pipe, Asbestos Coated	185.7	Lin. Ft.	34.36	35.00	6,381.38	6,499.50
12" Concrete Pipe	96	" "	1.37	2.50	131.43	240.00
18" " "	639	" "	2.95	4.50	1,886.86	2,875.50
24" " "	81	" "	5.80	5.50	470.58	445.50
Concrete Sight Posts	33	Each	9.89	11.00	328.52	363.00
2½"-0" Mat'l. in Base	9,247	Cu. Yd.	3.39	3.50	31,347.40	32,364.50
3/4"-0" Mat'l. in Base and Shoulders	2,963.5	" "	3.45	3.50	10,233.61	10,372.25
**Sprinkling	290.8	M/Gal.	3.58	4.00	1,041.33	1,163.20
*3/4"-0" Mat'l. in Binder	180	Cu. Yd.	5.00	5.00	900.00	900.00
*RC-3 in Binder Course	30.22	Ton	55.00	55.00	1,662.10	1,662.10
*Class "B" Asphaltic Concrete	3,034.805	"	8.00	8.00	24,278.44	24,278.44
PA #1, Woven Wire Stock Fence	24.62	Rod	6.86	9.00	168.93	221.58
PA #2, Extra for Clearing & Grubbing	2.173	Acre		1000.00	Cost Included in Clearing	2,173.00

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Cost	U Bid	Total Cost	Gross Revenue
PA #3, Extra Allowance for Borrow Excavation	22,213.3	Cu. Yd.	$	$0.10	Cost Included in Gen. Excav.	$ 2,221.33
PA #4, Purchase of Excess 24" Concrete Pipe	63	Lin. Ft.	2.75	2.75	173.25	173.25
Force Account					333.28	401.45
Total Cost and Gross Revenue					$179,989.03	$186,676.90

Total Gross Revenue	$186,676.90
Total Cost	179,989.03
Net Profit	$ 6,687.87

Net Profit Equals 3.58% of Gross Revenue

* Work done all or in part by J. C. Compton.
** Work done all or in part by Mr. Woodward.

Detail of Cost
Grimstad & Vanderveldt, Contractors

Labor:					
Labor and Supervision				$ 45,987.51	
Labor Insurance				2,483.32	$ 48,470.83
Materials:					
3/8"-0" Aggregate	244	Cu. Yd. at	$3.20	$ 780.80	
$2\frac{1}{2}$"-0" "	9,247	" " "	1.85	17,106.95	
3/4"-0" "	2,963.5	" " "	1.85	5,482.47	
6" Perf. Metal Drain Pipe, Coated	1,336	Lin. Ft. at	1.08	1,442.88	
Bdnds	27	Each "	1.08	29.16	
60" Extra Strength Corr. Metal Pipe, Coated	185.7	Lin. Ft. "	27.16	5,043.61	
Bands	16	Each "	48.69	779.04	
12" Concrete Pipe	96	Lin. Ft. "	0.90	86.40	
18" " "	639	" " "	2.10	1,341.90	
24" " "	144	" " "	2.75	396.00	
24" Lid	1	Each "	4.00	4.00	
36" Concrete Pipe	3	Lin. Ft. "	5.50	16.50	
36" Lid	1	Each "	7.00	7.00	
Woven Wire	2	Rolls "	18.10	36.20	
Barbed Wire	1	Roll "	11.90	11.90	
Staples	5	Lb. "	0.20	1.00	
Concrete Sight Posts	33	Each "	5.26	173.58	
2" Galvanized Water Pipe	115	Lin. Ft. "	0.693	79.70	
Pipe Fittings				3.00	
Cement	3	Sacks "	1.55	4.65	
Paint	All			11.30	
Sand	3	Sacks "	1.75	5.25	
Copper Screen	All		1.61	1.61	32,844.90
Equipment Rentals, Supplies and Miscellaneous Expenses:					
Equipment (Hired)				$ 14,434.52	
" (Owned)				39,024.05	
Gas, Oil and Grease				8,276.22	
Bond				1,099.78	
Fuel Oil				52.04	
Explosives				250.00	
P.L. & P.D. Insurance				574.84	
Small Tools and Misc.				1,750.00	
Home Office & General Overhead				5,498.91	70,960.36
Paid to J. C. Compton Co. - Paving				$ 26,840.54	
Paid to Mr. Woodward - Sprinkling				872.40	27,712.94
Total Cost					$179,989.03

Remarks:

This was a "Regular Federal Aid Project" located on the Oregon Coast Highway, US #101, the northerly end of the project being approximately 3.1 miles south of the town of Winchester Bay and the south end of the project being 0.1 mile north of the Douglas-Coos County Line.

The work done under this contract consisted of the construction of 1.17 miles of highway roadbed, rock base and shoulders, approximately 3,700 tons of asphaltic concrete and such other work as called for in the plans and specifications.

The project was bid on November 24th, 1952, and was awarded December 4th, 1952.

The contractor started work on the project January 9th, 1953, and completed the project September 24th, 1953.

The clearing was started on January 12th, 1953, using a D-7 caterpillar tractor with clearing blade and a P & H 3/4 cu. yd. clam shovel for piling and burning. As work on clearing progressed another D-7 caterpillar tractor with bulldozer blade and a wind blowing machine for burning was added. Due to very wet weather and unfavorable burning conditions, the clearing and burning was not completed until May 22nd, 1953. The contractor, having a very low bid price on this item, suffered a loss.

The contractor began grading on February 4th, 1953. The grading progressed slowly at the beginning of the work due to very wet weather, and work was held up by not having the 60-inch pipe placed. As conditions became more favorable progress was accelerated, and good progress was made. The grading was completed on August 11th, 1953.

The material encountered during the grading consisted of topsoil, sand and a very small amount of rock which was taken out by ripping.

The equipment used in grading consisted of six D-7 caterpillar tractors, two J-12 scrappers, two turnapulls with 12 cu. yd. scrapers, one Tampo roller, one #12 power grader and other necessary equipment.

The contractor had good equipment and a good organization but made only a small profit due to low bid prices.

The rock for the roadbed and shoulders was purchased from the Umpqua Navigation Company. The haul of the rock was hired. The processing was done by the contractor himself. This work did not progress satisfactorily, as the rock had to be hauled through an incompleted construction project, and there was a shortage of trucks.

The equipment used in processing consisted of a D-7 caterpillar dozer, a #12 power grader and a 10-ton, three-leg roller.

The item 3/4"-0" Material in Binder, RC-3 Asphalt in Binder and Class "B" Asphaltic Concrete were subcontracted to the J. C. Compton Co. at bid prices.

E. H. Clymer
Chief Cost Analyst

By . . F. W. Sugnet

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F-128(6)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 17, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3819	10-final	GRIMSTAD & VANDERVELDT	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24444	R-82615	$5,976.30	12/15/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1953

Time Extensions: None

Completion Date: Sep. 24, 1953

Date Accepted: Oct. 29, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-18-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
by Floyd Query

Warrant Mailed: DEC 18 1953

NOTED ON CARD
12-18-53

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F-128 (6)

3819

December 1, 1953

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

State Highway Contract No. 3819 covering the Clear Lake-Forest Boundary Unit, Winchester Bay-Forest Boundary Section of the Oregon Coast Highway in Douglas County was completed by the contractor, Grimstad & Vanderveldt, on September 24, 1953 and was formally accepted by the Highway Commission on October 29, 1953.

Final payment in the amount of $5,976.30 will be released to the contractor on or after December 11, 1953. The total contract amount is $186,676.90, of which amount $401.45 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Ed Fearey & Co.
Spexarth Bldg.
Astoria, Oregon

Portland Branch Office

NOTED ON CARD

12-1-53 gl

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OCT 26 1953
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F-128 (6)
3819

October 23, 1953

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Grimstad & Vanderveldt on contract No. 3819, covering the Clear Lake-Forest Boundary Unit, Winchester Bay-Forest Boundary Section of the Oregon Coast Highway in Douglas County.

This payment, in the amount of $33,393.39, will be released to the contractor on or after November 2, 1953. The retained percentage is $5,588.68.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Ed Fearey & Co., Agent
Spexarth Bldg.
Astoria, Oregon

Portland Branch Office

NOTED ON CARD

10-23-53, gl

Form E-1—10M—11-51

F-128(6)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section: Clear Lake - Forest Boundary Unit Winchester Bay - Forest Boundary Section

For Week Ending: Oct. 10, 1953

Kind of work: Grade & Pave

Highway: Oregon Coast

Section prefix: 10 - 1065

Contractor: Grimstad & Vanderveldt

Contract number: 3819

Date of contract: Nov. 24, 1952

Date of completion: Sept. 30, 1953

Date work started: Jan. 9, 1953

Estimated date of completion: Sept. 24, 1953

Project Autho Exclu. of Engr. ~~Amount of contract~~: $199,644.12

Per cent of time elapsed: 100 %

Estimated cost of completed project, exclusive of engineering: $194,690.11

Per cent of contract completed, based on total contract price: 100 %

Engineering cost to date $12,000.0079, 79 %

Date project was completed: SEPT 24, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate and records shipped by express on the 8th.

NOTED
W. C. SMITH

NOTED
FORREST COOPER

NOTED
B A MARTIN

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

Signed: C C Gall

Address: Box 496, North Bend, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.17	1.17			1.17
Miles partially completed	All	All			All
Miles completed	"	"		South 400 ft. of project not paved due toslide condition.	
Total estimated quantities	233,504	12,210			3035
Estimated quantities moved or placed to date	All	All			All
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	CLOUDY		
Friday	RAIN		
Saturday	RAIN		

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3819

October 1, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 24, 1953 on Contract No. 3819, Clear Lake-Forest Boundary Unit, Winchester Bay-Forest Boundary Section, in Douglas County, in connection with Federal Aid Project No. F-128 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

cc: John Cattrall

Form PR 2 (Revised 1950)

State Oregon

Federal Aid

Project No. F-128(6)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of March, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 16th day of October, 1952, a program, which was approved on the 3rd day of November, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 7th day of November, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred twenty-five thousand and 00/100 dollars ($125,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 373+90 in the SE 1/4, Section 25, T-22-S, R-13-W, W.M. and survey station 435+60 in the SW 1/4, Section 31, T-22-S, R-12-W, W.M., without exception,

, length 1.168 miles, in Douglas County,

being Oregon Federal Aid project No. F-128(6), consisting of 1.168 miles of

roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

16—11379-4

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **one hundred twenty-five thousand and 00/100** dollars ($ **125,000.00**), which does not exceed the authorized Federal pro rata share of **two hundred one thousand, six hundred twenty-six and 70/100** dollars ($ **201,626.70**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurer**
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing
Chapter 529, Laws 1939
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Bureau of Public Roads.

MAR 13 1953 ★

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Oregon State Highway Department

Federal Aid Project
No. F-128 (6)

CLEAR LAKE-FOREST BOUNDARY SECTION
OF THE OREGON COAST HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 22, 1952

Type Code 6201
2-Lane Roadway (Sta. 373+90 to Sta. 416+50)

All Required		Clearing and Grubbing (70%)		$ 5,600.00
440	cu. yds.	Structural Excavation, Unclassified	$ 2.00	880.00
50	cu. yds.	Trench Excavation, Unclassified	2.00	100.00
90,000	cu. yds.	General Excavation, Unclassified	0.28	25,200.00
235,000	yd. stas.	Short Overhaul	0.02	4,700.00
700	C-yd. stas.	Long Overhaul	0.50	350.00
0.81	mile	Finishing Roadbed and Slopes	600.00	486.00
5,800	lin. ft.	Rounding Cutbanks	0.15	870.00
330	lin. ft.	6-inch Perforated Metal Drain Pipe	2.00	660.00
80	cu. yds.	3/8" - 0 Backfill in Drains	6.00	480.00
160	lin. ft.	60-inch Extra Strength Corrugated Metal Pipe, Asbestos Bonded	35.00	5,600.00
110	lin. ft.	12-inch Concrete Pipe	2.50	275.00
400	lin. ft.	18-inch Concrete Pipe	4.50	1,800.00
32	only	Concrete Sight Posts	11.00	352.00
9,000	cu. yds.	2½" - 0 Material in Base	3.50	31,500.00
1,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.50	5,250.00
200	M-gals.	Sprinkling	4.00	800.00
100	cu. yds.	3/4" - 0 Material in Binder Course	5.00	500.00
20	tons	RC-3 Asphalt in Binder Course	55.00	1,100.00
2,300	tons	Class "B" Asphaltic Concrete	8.00	18,400.00
10	tons	RS-2 Emulsified Asphalt in Seal Coat	60.00	600.00
60	cu. yds.	Aggregate in Seal Coat	6.00	360.00
			Subtotal	$105,863.00
			10% Engr. & Cont.	10,586.30
			Total	$116,449.30

Length of Roadway 0.807 mile
Cost per Mile $144,299.00

Type Code 6201
3-Lane Roadway (Sta. 416+50 to Sta. 435+60)

All Required		Clearing and Grubbing (30%)		$ 2,400.00
60	cu. yds.	Structural Excavation, Unclassified	$ 2.00	120.00
90	cu. yds.	Trench Excavation, Unclassified	2.00	180.00
121,000	cu. yds.	General Excavation, Unclassified	0.28	33,880.00
475,000	yd. stas.	Short Overhaul	0.02	9,500.00
600	C-yd. stas.	Long Overhaul	0.50	300.00
0.36	mile	Finishing Roadbed and Slopes	600.00	216.00
2,600	lin. ft.	Rounding Cutbanks	0.15	390.00
140	lin. ft.	18-inch Concrete Pipe	4.50	630.00
160	lin. ft.	24-inch Concrete Pipe	5.50	880.00
8	only	Concrete Sight Posts	11.00	88.00
4,000	cu. yds.	2½" - 0 Material in Base	3.50	14,000.00
500	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.50	1,750.00
100	M-gals	Sprinkling	4.00	400.00
70	cu. yds.	3/4" - 0 Material in Binder Course	5.00	350.00
10	tons	RC-3 Asphalt in Binder Course	55.00	550.00
1,400	tons	Class "B" Asphaltic Concrete	8.00	11,200.00
6	tons	RS-2 Emulsified Asphalt in Seal Coat	60.00	360.00
40	cu. yds.	Aggregate in Seal Coat	6.00	240.00
			Subtotal	$ 77,434.00
			10% Engr. & Cont.	7,743.40
			Total	$ 85,177.40

Length of Roadway 0.361 mile
Cost per Mile $235,948.47

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$116,449.30	$ 72,194.00	$44,255.30
3-Lane Roadway	85,177.40	52,806.00	32,371.40
	$201,626.70	$125,000.00	$76,626.70

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. F-128 (6)

CLEAR LAKE-FOREST BOUNDARY SECTION
OF THE OREGON COAST HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 3, 1952

Type Code 6201
2-Lane Roadway (Sta. 373+90 to Sta. 416+50)

All Required		Clearing and Grubbing (70%)		$ 14,000.00
440	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,320.00
50	cu. yds.	Trench Excavation, Unclassified	3.00	150.00
90,000	cu. yds.	General Excavation, Unclassified	0.35	31,500.00
235,000	Yd. Sta.	Short Overhaul	0.015	3,525.00
700	C-yd. Sta.	Long Overhaul	0.50	350.00
0.81	mile	Finishing Roadbed and Slopes	500.00	405.00
5,800	lin. ft.	Rounding Cutbanks	0.20	1,160.00
330	lin. ft.	6-inch Perforated Metal Drain Pipe	2.25	742.50
80	cu. yds.	3/8" - 0 Backfill in Drains	5.50	440.00
160	lin. ft.	60-inch Extra Strength Corrugated Metal Pipe, Asbestos Bonded	35.00	5,600.00
110	lin. ft.	12-inch Concrete Pipe	2.50	275.00
400	lin. ft.	18-inch Concrete Pipe	4.00	1,600.00
32	only	Concrete Sight Posts	10.00	320.00
9,000	cu. yds.	2½" - 0 Material in Base	3.75	33,750.00
1,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.00	6,000.00
200	M-gals.	Sprinkling	3.00	600.00
100	cu. yds.	3/4" - 0 Material in Binder Course	4.75	475.00
20	tons	RC-3 Asphalt in Binder Course	55.00	1,100.00
2,300	tons	Class "B" Asphaltic Concrete	8.75	20,125.00
10	tons	RS-2 Emulsified Asphalt in Seal Coat	55.00	550.00
60	cu. yds.	Aggregate in Seal Coat	6.00	360.00
			Subtotal	$124,347.50
			10% Engr. & Cont.	12,434.75
			Total	$136,782.25

Length of Roadway	0.807 Mile
Cost per Mile	$169,494.73

Type Code 6201

3-Lane Roadway (Sta. 416+50 to Sta. 435+60)

All Required		Clearing and Grubbing (30%)		$ 6,000.00
60	cu. yds.	Structural Excavation, Unclassified	$ 3.00	180.00
90	cu. yds.	Trench Excavation, Unclassified	3.00	270.00
121,000	cu. yds.	General Excavation, Unclassified	0.35	42,350.00
475,000	yd. stas.	Short Overhaul	0.015	7,125.00
600	C-yd. stas.	Long Overhaul	0.50	300.00
0.36	mile	Finishing Roadbed and Slopes	500.00	180.00
2,600	lin. ft.	Rounding Cutbanks	0.20	520.00
140	lin. ft.	18-inch Concrete Pipe	4.00	560.00
160	lin. ft.	24-inch Concrete Pipe	5.50	880.00
8	only	Concrete Sight Posts	10.00	80.00
4,000	cu. yds.	2½" - 0 Material in Base	3.75	15,000.00
500	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.00	2,000.00
100	M-gals.	Sprinkling	3.00	300.00
70	cu. yds.	3/4" - 0 Material in Binder Course	4.75	332.50
10	tons	MC-3 Asphalt in Binder Course	55.00	550.00
1,400	tons	Class "B" Asphaltic Concrete	8.75	12,250.00
6	tons	RS-2 Emulsified Asphalt in Seal Coat	55.00	330.00
40	cu. yds.	Aggregate in Seal Coat	6.00	240.00
			Subtotal	$89,447.50
			10% Engr. & Cont.	8,944.75
			Total	$98,392.25

Length of Roadway 0.361 Mile

Cost per Mile $272,554.70

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$136,782.25	$ 84,917.00	$51,865.25
3-Lane Roadway	98,392.25	61,083.00	37,309.25
	$235,174.50	$146,000.00	$89,174.50

RECEIVED
[illegible] 1953
FOR FILING

F-128 (6)

3819

January 15, 1953

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 9, 1953 on Contract No. 3819, Clear Lake-Forest Boundary Unit, Winchester Bay-Forest Boundary Section, in connection with Federal Aid Project No. F-128 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
DEC 30 1952
FOR FILING

F-1 [illegible]

December 29, 1952

Grimstad & Vanderveldt
749 Ninth Street
Astoria, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3819 which was awarded to you on November 24 by the State Highway Commission, covering the Clear Lake-Forest Boundary Unit of the Winchester Bay-Forest Boundary Section of the Oregon Coast Highway in Douglas County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

[illegible]

3819

November 26, 1952

Grimstad & Vanderveldt
749 Ninth Street
Astoria, Oregon

Gentlemen:

The State Highway Commission on November 24, 1952 awarded to you State Highway Contract No. 3819 for grading and paving on the Clear Lake-Forest Boundary Unit, Winchester Bay-Forest Boundary Section of the Oregon Coast Highway in Douglas County. This award was based on your bid of $183,297.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.

cc H. B. Smith
S. H. Probert
SIAC W. M. Franzwa

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 24, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project F-128 (6), Clear Lake-Forest Boundary Unit of the Oregon Coast Highway, to Grimstad and Vandervelt of Astoria, Oregon, low bidder in the amount of $183,297.00 at the November 24, 1952 bid opening.

Very truly yours,

C. G. POLK
District Engineer

By A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED

RECEIVED
FOR FILING
OREGON DISTRICT

F-1-7(1)
3211

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

November 7, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-128(6), Clear Lake-Forest Boundary Unit of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

BFI-189(11) Elkton-Sutherlin Hwy. 1952
O'Xing & Deady Interch.,
#3820 Pacific Hwy. near Sutherlin

RECEIVED
OCT 30 1954
FOR FILING

[illegible] - 189 (1)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 15, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3820	12-Final	R & M. CONSTR. CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21036	R-106237	$ 6,765.95	10/14/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: to Aug. 31, 1954 without penalty

Completion Date: July 23, 1954

Date Accepted: Sep. 23, 1954

Penalties: None of record

Claims: None outstanding of record

Remarks:

Date: 10-18-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

NOTED ON CARD

RECEIVED
OCT 8 - 1954
FOR FILING

October 8, 1954

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Washington

Gentlemen:

State highway contract No. 3820, for work performed on the Elkton-Sutherlin Highway Overcrossing and Ready Interchange on the Pacific Highway in Douglas County was completed by the contractor, R. & M. Construction Co., on July 23, 1954 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $6,765.95 will be released to the contractor on or after October 18, 1954. The total contract amount is $69,524.61, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Pacific Indemnity Company
Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

10-8-54

RECEIVED
OCT 8 - 1954
FOR FILING

[illegible]

October 7, 1954

[illegible] Construction Co.
136 Main Street
Central Point, Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 23 had under discussion your request for an extension of time from October 31, 1953 to August 31, 1954, within which to complete your contract No. 3820 for constructing the Elkton-Sutherlin Highway Overcrossing and Ready Interchange on the Pacific Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
[illegible]

cl

cc: Tom Edwards,
Division Engineer

[illegible] McClure,
Resident Engineer

[illegible] Dixon,
Assistant State Highway Engineer

RECEIVED

FOR FILING

August 19, 1954

Oregon State Highway Commission

Request for extension of time
No. 1
September 23 and 24 meeting.

Gentlemen:

Re: Elkton-Sutherlin Highway Overcrossing
and Deady Interchange
Contract No. 3020

The R. & H. Construction Company, contractor for the construction of the Elkton-Sutherlin Highway Overcrossing and Deady Interchange, has requested an extension of time from October [illegible], 1953, to August 31, 1954, in which to complete the contract.

All work on this contract was completed before the specified completion date with the exception of placing the concrete-block slope protection at the bridge ends, which work could not be done until the grading contractor had placed the approach fills. The approach fills were completed during June 1954.

There has been no inconvenience to the traveling public nor additional engineering expense to the State. As the contractor was not responsible for the delay, it is recommended that the extension be granted without penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

FMB/ds

Attached

Lewis

RECEIVED
FEB 11 1954
FOR FILING

CF1-189(11)

February 9, 1954

Pacific Indemnity Company
240 Henry Building
Seattle, Washington

Gentlemen:

We have received a letter from Pre-Mix Concrete, Inc., concerning a claim filed by them against R & M Construction Company on State Highway Contract No. 3820 for structures on the Elkton-Sutherlin Highway and Deady Interchange on the Pacific Highway in Douglas County. They write as follows:

"Relative to our correspondence in December regarding claim against the R & M Construction Company on State Highway Contract No. 3820, we wish to advise that we have received payment in full for said claim as of this date."

This information is provided as your company appears as surety on the performance bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Durham & Bates
901 S. W. Washington
Portland 5, Oregon

R & M Construction Co.
136 Main Street
Central Point, Oregon

NOTED ON CARD

Lewis

[illegible]CEIVED
FEB 11 1954
FOR FILING

PF1-1976

February 9, 1954

Pre-Mix Concrete, Inc.
449 East 2nd Avenue, South
Roseburg, Oregon

Gentlemen:

Thank you for your letter of February 5 in which you state that R & M Construction Company have paid you in full for your claim against them in the amount of $508.93 on State Highway Contract No. 3820.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
2-9-54

CONCRETE
SEWER PIPE
CULVERT PIPE
FOUNDATATION BLOCKS
SEPTIC TANKS
WELL CURBING

PRE-MIX CONCRETE, Inc.

BUCKLEY [illegible]
Telephone 2-2694
449 EAST 2ND AVENUE, SOUTH
ROSEBURG, OREGON

CONSTRUCTION SUPPLIES
EXPANSION STRIPS
REINFORCING STEEL
FORM TIES
PAINTS
SEALERS

February 5, 1954

Mr. H. B. Glaisyer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Relative to our correspondence in December regarding claim against the R & M Construction Company on State Highway Contract No. 3820, we wish to advise that we have received payment in full for said claim as of this date.

Yours very truly,

PRE MIX CONCRETE, INC.

T. R. D[illegible]
BOOKKEEPER

TRD:t

[illegible]

RECEIVED
FEB 8 1954
OREGON
STATE HIGHWAY COMMISSION

2-5-54

F.I.

FORM E-123X 25M 11-51

EF1-189(11)

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 21, 1953

Mr. Denver Young
Sheriff of Marion County
Marion County Court House
Salem, Oregon

In re: Contract No. 3820 & 4023
R & M Construction Co.

Attention: A. J. Malstrom

Dear Sir:

This is by way of response to the writ of attachment and notice of garnishment served on the Oregon State Highway Commission in connection with the case of Virgil O. Anderson vs. John B. Robison and Mae E. Robison, co-partners doing business under the firm name of R & M Construction Company. Please be advised that on Contract No. 4023, entered into by the defendant herein, there is in the custody and under the control of the Oregon State Highway Commission an estimate in the amount of $2,928.15 and a retained percentage on said contract in the amount of $902.25.

Please be advised that on Contract No. 3820, which was originally executed by the R & M Construction Company by John B. Robison, Mae E. Robison and Henry I. Morrow under the date of December 18, 1952, said contract contains the following notice:

> Oregon State Highway Commission
> Salem, Oregon
>
> Attention: Mr. H. B. Glaisyer, Secretary
>
> Gentlemen:
>
> Please be advised that John B. Robison and Henry I. Morrow have formed a partnership under the name and style of R & M Construction Company under date of November [illegible], 1952. This partnership replaces that dissolved under date of November 17, 1952, and is to remain in full force and effect only for the purpose of performing Contract No. 3820 for the Oregon State Highway Commission and until that contract is completed and accepted by the State.

REFERRED TO
SECRETARY

Query
to note and have
new terms record
on the card
HB

NOTED
F. QUERY

> The assets of this new partnership are essentially the same as those listed in our Prequalification with the State under date of September 1, 1952.
>
> /s/ John B. Robison
>
> /s/ Henry I. Morrow

On said contract there is in the custody and under the control of the Oregon State Highway Commission a retained percentage in the amount of $5,624.95. As will be noted above there is a discrepancy between the description of the defendant and the original co-partnership executing this contract and the subsequent partnership. This discrepancy is a point which the plaintiff must resolve prior to establishing a valid attachment of these funds.

Please also be advised that the above funds are declared by law to be trust funds and can be employed only in connection with payment of claims incurred in the performance of said contract. If the claim in connection with which the attachment has been made is for labor or materials furnished in connection with said contract, then the funds in the custody of the Highway Commission are subject to such attachment to the extent of the amount of the claim, but if the claim is unrelated to the job then the only money earned by the contractors which would be subject to the attachment would be profits on the job.

We have advised the Auditor for the Oregon State Highway Commission to retain custody of all funds now in his custody or to come under his custody and control which are due and owing the defendants herein until it can be determined whether the plaintiff has a right to any of said moneys over and above the State or other person or persons having a priority interest in said moneys as provided for under the laws of this state.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

EARL M. PRESTON
Assistant Attorney

EMP:mbw
cc R & M Construction Co.
C. H. Maison
H. B. Glaisyer ✓

TED ON CARD

12-21-53

RECEIVED
DEC 22 '53
FOR FILING

Lewis

BF1-189(11)

3820

December 21, 1953

Pre-Mix Concrete, Inc.
449 East Second Avenue, South
Roseburg, Oregon

Attention: Mr. Buckley Bell

Gentlemen:

This is to acknowledge receipt of your letter of December 17 in which you state that you have a claim against R. & M. Construction Company in the amount of $508.93 on State Highway Contract No. 3820, known as the Elkton-Sutherlin and Deady Interchange on the Pacific Highway in Douglas County.

Pacific Indemnity Company, 901 S. W. Washington, Portland 5, furnished the performance bond on this contract assuring completion of the project and payment of bills incurred on it.

We will notify the surety and the contractor that your claim has been received and will also enter it in our records.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it might be well to file your claim with the Secretary of State. We have attached an excerpt from the Oregon Laws outlining the procedure in preparing this filing.

Contract No. 3820 to date has not been completed.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

CONCRETE
SEWER PIPE
CULVERT PIPE
FOUNDATATION BLOCKS
SEPTIC TANKS
WELL CURBING

PRE-MIX CONCRETE, Inc.
BUCKLEY BELL
Telephone 2-2694
449 EAST 2ND AVENUE, SOUTH
ROSEBURG, OREGON

CONSTRUCTION SUPPLIES
EXPANSION STRIPS
REINFORCING STEEL
FORM TIES
PAINTS
SEALERS

December 17, 1953

Mr. H. B. Glaisyer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We wish to enter a claim against the R & M Construction Company of Central Point, Oregon in the amount of $508.93. This represents purchases of concrete for structures on the Elkton - Sutherlin Highway and Deady Interchange under contract No. 3820. Of this amount $234.38 was charged in the month of October, and $274.55 in the month of September.

We will appreciate an acknowledgment of this claim.

Yours very truly,

PRE MIX CONCRETE, INC.

Buckley Bell
BUCKLEY BELL

BB:td

REFERRED TO
Geary
BY SECRETARY

prepare usual letters

RECEIVED
[illegible]

12-17-53

Lewis

RECEIVED
DEC [illegible] '53
FOR FILING

CF1-189(11)

3820

December 21, 1953

Pacific Indemnity Company
240 Henry Building
Seattle, Washington

Gentlemen:

A letter has been received from Pre-Mix Concrete, Inc., 449 East Second Avenue, South, Roseburg, stating that they have a claim against the R. & M. Construction Company in the amount of $508.93. Their claim is for concrete furnished for structures on the Elkton-Sutherlin and Deady Interchange on the Pacific Highway in Douglas County, known as Contract No. 3820. This material was secured in the months of September and October, 1953.

This information is furnished as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAg:md

cc - Durham and Bates
901 S. W. Washington
Portland 5, Oregon

R. & M. Construction
136 Main Street
Central Point, Oregon

NOTED ON CARD

12-21-53

RECEIVED
DEC 16 1953
FOR FILING

KEI-189(11)

3820

December 16, 1953

Pre-Mix Concrete, Inc.
449 East Second Avenue, South
Roseburg, Oregon

Gentlemen:

The Pacific Indemnity Company, 901 Southwest Washington, Portland 5, furnished the performance bond on Contract No. 3820, awarded to R & M Construction for structures on the Elkton-Sutherlin Highway and Deady Interchange on the Pacific Highway in Douglas County. The structures are apparently complete, although the contract itself still has some unfinished items.

If you wish to file a claim against the contract with this office, will you please advise us of the amount and the nature of the claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

CONCRETE
SEWER PIPE
CULVERT PIPE
FOUNDATATION BLOCKS
SEPTIC TANKS
WELL CURBING

PRE-MIX CONCRETE, Inc.
BUCKLEY BELL
Telephone 2-2694
449 EAST 2ND AVENUE, SOUTH
ROSEBURG, OREGON

CONSTRUCTION SUPPLIES
EXPANSION STRIPS
REINFORCING STEEL
FORM TIES
PAINTS
SEALERS

December 14, 1953

3820

State Highway Commission
Bridge Department
Salem, Oregon

Gentlemen:

Will you kindly advise us who was the bonding company for the R & M Construction Company of Central Point, Oregon on the overpass job on Highway 99.

This job was completed about a month ago; however they are still indebted to us for concrete purchased as far back as September.

Yours very truly,

PRE MIX CONCRETE, INC.
T R Dziarmaga
ACCOUNTING DEPARTMENT

TRD:t

[illegible]

RECEIVED
DEC 16 1953
FOR FILING

Lewis

[illegible]

38 [illegible]

Salem, Oregon
December 15, 1953

Mr. C. W. Enfield
Chief Counsel
Building

Dear Mr. Enfield:

Attached is a "Notice of Garnishment" and a "Writ of Attachment" by Virgil O. Anderson against the R & M Construction Company in the amount of $12,241.01 less the sum of $6,863.31. This garnishment was received in our office on December 10 during the Commission meeting and was sent to the Accounting Division. They have advised that the R & M Construction Company is currently engaged on two Highway contracts.

On Contract No. 3820, there is retained the sum of $5,624.85 as of the last estimate which covered work performed to October 10.

On Contract No. 4023 there is retained the sum of $837.90 as shown on the estimate of work performed to November 10. We are requesting the Auditor to withhold further payments on this contract until we have clearance from your office.

Very truly yours

Secretary

FAQ:md

cc - Mr. C. H. Maison

Mr. Maison:

Please withhold all payments until further advised.

NOTED ON CARD
12-15-53 g

FORM E-30 25M 9-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 10, 1953

SUBJECT:

To: H. B. Glaisyer
Secretary
Building

The attached Notice of Garnishment against the R. and M. Construction Company was served on your office this morning and promptly brought to the Accounting Division.

Our records indicate that this firm is currently engaged on two highway contracts. On Contract No. 3820 for the Elkton-Sutherl~~and~~in Overcrossing the last warrant was mailed out October 30 on Estimate No. 10 which covered work performed to October 10. There is a retained amount of this contract of $5,624.85.

On Contract No. 4023, Siskiyou Sand Storage Shed, the last warrant was mailed out November 30 on Estimate No. 1 for work performed to November 10. The retained amount on this contract is $837.90.

C. H. Maison
Auditor

By: D B Taylor

D. B. Taylor
Assistant Auditor

DBT:nh

Enclosure

Further payments will be held for your instructions.

12-10-53-s l

REFERRED TO [illegible]
BY SECRETARY

RECEIVED
JAN 7 1953
FOR FILING

BF1-189(11)

3820

January 7, 1953

R. & M. Construction Co.
136 Main St.
Central Point
Oregon

Gentlemen:

We enclose herewith, for your files, a fully executed copy of contract No. 3820 which was awarded to you on November 24, 1952 by the State Highway Commission, for the construction of the Elkton-Sutherlin Highway Overcrossing and Deady Interchange on the Pacific Highway in Douglas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
DEC 24 1952
FOR FILING

BFI-159(11)

3420

December 23, 1952

Stern, Reiter and Day
Attorneys at Law
Cascade Building
Portland 4, Oregon

Attention: Mr. Carlton R. Reiter

Gentlemen:

In reply to your letter of December 19 we can advise that R and M Construction Company of Central Point on November 24 were awarded a state highway contract for the Elkton-Sutherlin Highway Overcrossing and the Deady Interchange on the Pacific Highway near Sutherlin.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

R

STERN, REITER & DAY
ATTORNEYS AT LAW
CASCADE BUILDING
PORTLAND 4, OREGON

SOL STERN
CARLTON R. REITER
FRANK E. DAY

ATWATER 9383

December 19, 1952.

State Highway Commission,
Salem, Ore.

Gentlemen:

Kindly advise us whether any contracts for road construction, or other type of construction, have recently been let by your department to the R & M Construction Co., or to John Robison.

We are under the impression that a bid was let to either of the aforementioned concerns for some work north of Medford.

Will you please verify and give us the details of the transaction, if possible?

Very truly yours,

STERN, REITER & DAY

Carlton R. Reiter
Carlton R. Reiter

CRR-hv

RECEIVED

RECEIVED
MAY [illegible]5 1953
FOR FILING

FI-[illegible]
312

CABLE "DURHAM"

DURHAM AND BATES

GENERAL INSURANCE

901 S. W. WASHINGTON STREET

PORTLAND 5, OREGON

D. H. BATES
PRESIDENT

December 8, 1952

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: R & M CONSTRUCTION COMPANY
Contract No. 3820

Dear Herb:

We are in receipt of the above contract for execution by the Surety.

Under date of November 17, 1952, John Robison and Henry Morrow filed a "Release of Assumed Name" in Jackson County, Oregon. On the same day their partnership was dissolved.

Also on November 17, 1952, a partnership was formed by John B. Robison and Mae E. Robison, his wife, and an assumed name filed in Jackson County by Mr. and Mrs. Robison under the name and style of R & M Construction Company. Henry Morrow's interest was purchased by Mae E. Robison.

Robison advises that he has intact all of the assets of the old partnership and that there is little change in their financial condition. Robison was always the construction man, the only support given by Morrow being financial assistance.

The contract has been signed by Mr. & Mrs. Robison. We now need advice. Will you be kind enough to give me a ring. It appears that it might be necessary for Robison and Morrow to assign the contract to Mr. and Mrs. Robison.

Thank you for your attention in the above.

Very truly yours,

DURHAM & BATES

Victor S. Risley

Victor S.Risley
Vice President

RECEIVED

VSR:as

Mr. Risley & Mr. Mersereau (of Risley's office) called at my office Dec. 18 - and we discussed this matter with Mr. Enfield - Robison & Morrow are to file statement re forming new partnership for this job, and a statement ~~that~~ their assets are same as [illegible] statement (prequal. file) dated Sept 1, 1952 - HBS

RECEIVED
DEC
FOR FILING

PT1-129-10

3820

November 26, 1952

R. & M. Construction Co.
P. O. Box 426
Central Point, Oregon

Gentlemen:

The State Highway Commission on November 24, 1952 awarded to you State Highway Contract No. 3820 for construction of two reinforced concrete viaducts on the Elkton-Sutherlin Highway Overcrossing and Deady Interchange on the Pacific Highway near Sutherlin in Douglas County. This award was based on your bid of $74,998.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.

cc. H. G. Smith
S. H. Probert
SIAC W. M. Franzwa

12-3311 Canyon Creek-[illegible] Creek Sec. 1, 2
Construction project on the John-Day
#3321 Burns Hwy.

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 11, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3821	4 final	NEWPORT CONSTRUCTION CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10475	R-68347	$ 2,156.51	6/10/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

a.a. Wahlander
ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1953

Time Extensions: None

Completion Date: March 26, 1953

Date Accepted: May 18, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-16-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: a.a. Wahlander

RECEIVED
MAY [illegible] 1953
FOR FILING

15-2211

May 28, 1953

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

State Highway Contract No. 3821 for rock production on the Canyon Creek-Poison Creek Section of the John Day-Burns Highway in Grant and Harney Counties was completed by the contractor, Newport Construction Co., on March 26 and formally accepted by the Highway Commission on May 18, 1953.

Final payment in the amount of $2,156.51 will be released to the contractor on or after June 8, 1953. The total contract amount is $57,780.04, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Hanson & Rowland, Inc.
Portland, Oregon

Hanson & Rowland, Inc.
Tacoma, Wash.

NOTED ON CARD
5-28-53

RECEIVED
APR [illegible] 1953
FOR FILING

[illegible]

3821

April 22, 1953

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Newport Construction Co. in connection with contract No. 3821, for rock production on the Canyon Creek-Poison Creek Section of the John Day-Burns Highway in Grant and Harney Counties.

This payment, in the amount of $2,803.15, will be released to the contractor on or after May 2, 1953. The retained percentage is $1,720.32.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Hansen & Rowland, Inc.
Portland, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

NOTED ON CARD
4-22-53

RECEIVED
1953
FOR FILING

April 14, 1953

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

It is the intention of the State Highway Commission to release to Newport Construction Co. a portion of the funds heretofore retained by the Commission on contract No. 3821 for rock production on the Canyon Creek-Poison Creek Section of the John Day-Burns Highway in Grant and Harney County.

This payment, in the amount of $10,891.01, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,633.62. The present payment will be released to the contractor on or after April 24, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD
4-14-53

Form E-1—10M—11-51

12-8311

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

		For Week Ending	April 11, 1953
Section	Canyon Creek - Poison Creek	Kind of work	Rock Production
Highway	John Day - Burns	Section prefix	12-8311
Contractor	Newport Construction Co.	Contract number	3821
Date of contract	November 24, 1952	Date of completion	August 31, 1953
Date work started	February 10, 1953	Estimated date of completion	March 26, 1953
Amount of contract	$ 55,689.	Per cent of time elapsed	49 %

Estimated cost of completed project, exclusive of engineering . . . $ 57,343.

Per cent of contract completed, based on total contract price . . . 100 %

Engineering cost to date $ 3200.,	71.%	Date project was completed	March 26, 1953.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semifinal estimate completed and sent to the Division Engineer on April 9.

Final Report.

NOTED
FORREST COOPER

RECEIVED
APR 13 1953
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed John T. Burch

Address Burns

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			49.48		
Miles partially completed			49.48		
Miles completed			49.48		
Total estimated quantities			14,500.		
Estimated quantities moved or placed to date			15,776.		
Average daily quantities			351.		
Average daily quantities necessary to complete project on time			0		
Number shifts per day			0		
Hours per shift			0		
Average force on project for week			0		

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Cloudy-Windy		
Tuesday	" "		
Wednesday	" "		
Thursday	Cloudy		
Friday	"		
Saturday	"		

State Printing 53382

RECEIVED
DEC 30 1952
FOR FILING

December 29, 1952

Newport Construction Co.
7031 N. E. Halsey St.
Portland 13, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3821 which was awarded to you on November 24 by the State Highway Commission, for rock production on the Canyon Creek-Poison Creek Section of the John Day-Burns Highway in Grant and Harney County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING
[illegible]
3821

November 26, 1952

Newport Construction Company
7031 N. E. Halsey Street
Portland 13, Oregon

Gentlemen:

The State Highway Commission on November 24, 1952 awarded to you State Highway Contract No. 3821 for a Rock Production Project on the Canyon Creek-Poison Creek Section of the John Day-Burns Highway in Grant and Harney Counties. This award was based on your bid of $55,689.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.
cc H. G. Smith
S. H. Probert
SIAC W. M. Franzwa

15-3414 Maintenance Building Add'n. 1952
in Medford

#3822

RECEIVED
FOR FILING

15-3414

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 2, 1953

(CONTRACT NO.) 3822	(EST. NO.)	(CONTRACTOR)
3822	4-final	HAROLD W. SALTER

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10200	67704	$ 1,382.56	6/2/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wiklander
ACCOUNTING DIVISION

Specified Completion Date: May 31, 1953

Time Extensions: None

Completion Date: April 24, 1953

Date Accepted: May 18, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-8-53 (6th was Sat.)
corrected, gl

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

By Floyd Query
Acting Secretary

Warrant Mailed: JUN 8 1953
A. A. Wiklander

[illegible]

RECEIVED
FOR FILING

15-3/14

May 27, 1953

W. Talbot Sinclair, Manager
U. S. Fidelity & Guaranty Co.
201 Portland Trust Bldg.
Portland, Oregon

Dear Sir:

State Highway Contract No. 3822 for Medford Maintenance Building at Medford, Jackson County, was completed by the contractor, Harold W. Salter, on April 24 and was formally accepted by the Highway Commission on May 18, 1953.

Final payment in the amount of $1,382.56 will be released to the contractor on or after June 6, 1953. The total contract amount is $10,438.30, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc:

NOTED ON CARD

5-27-53 gf

RECEIVED
JAN 7 1953
FOR FILING

15-3414

3822

January 7, 1953

Mr. Harold W. Salter
P. O. Box 145
Rogue River, Oregon

Dear Sir:

We enclose herewith, for your record and files, a fully executed copy of contract No. 3822 which was awarded to you on November 24, 1952 by the State Highway Commission, for construction of maintenance building at Medford.

an executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING
15-[illegible]
[illegible]

November 26, 1952

Mr. Harold Salter
Rogue River,
Oregon

Gentlemen:

The State Highway Commission on November 24, 1952 awarded to you State Highway Contract No. 1822 for construction of a maintenance building addition in the city of Medford in Jackson County. This award was based on your bid of $10,284.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

zl
encl.
cc H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franzwa

RECEIVED
FOR FILING

15-3414

September 17, 1952

Oregon State Highway Commission

Gentlemen:

At Medford we have an office building which houses the State Police, with one room occupied by the Resident Construction Engineer. The State Police have been pressing us for additional storage or working space for their radio repair men to service the many mobile units in operation in that vicinity, and for space where an impounded car can be torn down and thoroughly searched for narcotics. At the same time we have a request from our Division Engineer for additional space to accommodate another resident construction engineer to handle the work either underway or contemplated in the near future.

The requirements of the State Police can be accommodated by building an extension to our section maintenance headquarters building, which will be perfectly satisfactory to them as they now have sufficient office space in the office building to accommodate them for some time; therefore, in my opinion any extension to the office building should be deferred until some future date. However, the additional construction engineer can be accommodated by one additional bay in our equipment storage building; therefore, it is my recommendation that the construction of the addition, consisting of three bays or rooms 32' x 41', to our existing maintenance headquarters building be authorized at the estimated cost of $7,500. The project can be financed within the limits of the current budget since it now appears that we will be unable to construct the maintenance station headquarters at Seaside, budgeted in the amount of $18,000, as up to the present time we have not located a satisfactory building site.

This item will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. W. Stiffler
Mr. C. H. Maison

WWS:er bl

FORM E-30 25M 1-52 58419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 15, 1952

SUBJECT: Additional space at Medford for Construction Department and Storage Bays for State Police.

To: Mr. W. W. Stiffler
Assistant Maintenance Engineer
Office

Dear Sir:

At Medford the State Police have requested that we provide them the equivalent of two truck storage bays for use; one as a Radio repair shop the second, as a narcotics investigation room.

The rooms should be separate and so that they can be locked up. Both should provide entrance to car or truck by uplift door; both should have concrete floor, window, and fluorescent lights. Heat will be required.

The Construction Department advise they also need additional office space at Medford for a Resident engineer who they will have stationed there for the next few years. This room should also have concrete floor, window light, fluorescent light and side entrance door.

It is proposed that three standard truck storage bays be constructed by contract at Medford as an extension to our present Maintenance Shed. These will be outfitted to satisfy the above needs but should the needs of the State Police or Construction Department ever change we can utilize the space for Maintenance Station use.

The Medford building is frame construction, however, due to almost equal cost we have adopted the policy of making all new construction fireproof. Recently at Meacham we extended a frame building by adding four bays of masonry block construction. We recommend the same procedure for Medford; the interior masonry partition would make an effective firewall.

The two bays for State Police would be standard 13' bays 32' deep (the present building is 32' deep); the resident engineer office bay should be two feet wider and probably on the end to afford as much natural light for drafting table as possible. Three uplift doors should be provided with two middle rows of panels glazed.

WWS File

A chimney should be constructed between the resident engineer bay and the first State Police bay to permit oil circulator heater in each room. The second State Police bay, the "Narcotic" room should be connected to first State Police bay by door so that heating can be by circulation. The use of this room may be intermittent and possibly heat may be supplemented by electric space heater.

This building was not included in our 1952 Maintenance Station Improvement budget however, there appears some doubt now as to possibility of completing all of the work authorized for 1952. We are having difficulty obtaining building sites at Sisters and Seaside and it is suggested we transfer funds from one or the other of these locations to permit the immediate construction of the Medford Building.

Very truly yours,

I. A. DeFrance
I. A. DeFrance
Assistant Maintenance Engineer

IAD:db
cc-

OREGON STATE HIGHWAY DEPARTMENT
Maintenance Division
Salem, Oregon

Status of Maintenance Station Improvement Budget as of September 1, 1952

	Budget		Obligated	Revised	
Carryover	$ 150,000		$ 163,013	----	
Miscellaneous improvements to existing stations	44,000		59,376	----	
Employee Housing					
Silver Lake - Residence	12,000		----	----	Rebudget 1953
Spray - Garage	1,500		1,500	----	
Warm Springs - Garage	3,500		----	----	Rebudget 1953
Warm Springs - Residence	25,000		----	----	Rebudget 1953
Lincoln - Residence	----		29,234	----	
New Maintenance Stations					
Newberg	18,000	Contract	15,576	----	
		State Force	4,000	----	
Seaside	18,000		----	$18,000	
Grand Ronde	15,000	Contract	12,600	----	
		State Force	1,000	----	
Port Orford	16,000	Contract	14,243	----	
		State Force	4,000	----	
Lincoln	17,000	Contract	14,483	----	
		State Force	4,000	----	
Sisters	16,000		----	16,000	
Bly	16,000	In Carryover	----	----	
Heppner	16,000		----	16,000	
Juntura	16,000	Contract	13,410	----	
		State Force	4,000	----	
Vale	16,000	Contract	12,820	----	
		State Force	3,000	----	
Total	$ 400,000		$ 356,255	$ 50,000	

IAD:db
9-3-52

OREGON STATE HIGHWAY DEPARTMENT
Maintenance Division
Salem, Oregon

SUMMARY OF MAINTENANCE STATION IMPROVEMENT PROJECTS INCOMPLETE AS OF 9-1-52

Project	Prefix	C.O. to 1952	Spent to July 31, 1952	Yet to Spend	Revised Estimate
Warm Springs Maintenance Building - Contract	33-3408	$ 1,664	$ 100.00	$ 1,055	$ 1,056
Timberline 4 Residence and Sand Shed -	3-3416	17,206	14,207.35	---	14,207
Timberline Dormitory	3-3417	42,011	35,658.65	2,851	38,509
Timberline Dormitory - State Force	3-3413	800	601.12	199	800
Sylvan Maint. Bldg., Contract	26-3405	17,182	14,317.03	1,514	15,831
Sylvan State Force on New Station	26-3404	5,242	190.95	5,051	5,242
Jewell Maint. Sta. - Contract (1950)	4-3406	2,518	305.05	---	305
Clatskanie Maint. Sta. - State Force	5-3402	78	491.60	---	492
Delake Maint. Sta. - Contract	21-3406	5,158	4,323.16	21	4,344
Delake - State Force	21-3404	1,631	1,336.21	295	1,631
Eugene Storage Bldg., - Contract 1950	20-3417	2,527	881.69	---	882
Veneta Maint. Bldg., - Contract 1950	20-3418	3,982	984.54	---	985
Bridge Maint. Sta. - Contract	6-3408	3,288	2,435.08	---	2,435
Bridge Maint. Sta. - State Force	6-3407	1,962	2,328.98	---	2,329
Prineville Maint. Sta. Ext. Contract 1950	7-3404	1,012	1,011.73	---	1,012
Shaniko Maint. Sta. Contract	33-3409	7,456	6,636.56	---	6,637
Shaniko - State Force	33-3404	3,175	2,173.48	1,002	3,175
Bly Maint. Sta. - Contract	18-3417	14,836	10,506.69	7,369	18,054
Bly Maint. Sta. State Force	18-3415	2,843	178.10	---	---
Santiam Jct. Bldg. Ex. & Sand Shed Cont.	22-3408	8,258	5,780.58	---	5,781
Chemult - Additional Storage Bay	18-3402	2,500	-----	2,500	2,500
Paisley - Additional Storage Bay	19-3401	2,000	237.51	1,762	2,000
Klamath Falls - Diesel Tank & Pump	18-3405	350	------	350	350
Flora Maint. Bldg., - Contract	32-3403	8,954	155.90	8,609	8,765
Flora Residence - Contract	32-3404	11,489	634.80	11,484	12,119
Flora Station - State Force	32-3402	550	899.82	---	900
Fossil Maint. Bldg., - Contract 1950	35-3405	3,396	1,179.83	---	1,180
Fossil State Force - Oil Yard	35-3404	600	2.45	598	600
Huntington Maint. Sta. - Contract	1-3407	1,791	1,267.31	---	1,267
Huntington Maint. Sta. State Force	1-3405	2,950	2,375.44	575	2,950
Meacham Bldg., Ext. - Contract	30-3408	287	80.49	1,171	1,251
Meacham Bldg., Ext. - State Force	30-3402	410	901.56	---	902
Ukiah - Oil Station Yard	30-3405	750	601.90	148	750
Jordan Valley Oil Sta. yard and fence	23-3405	1,250	------	1,250	1,250
Crane - New Gas Pump	13-3404	170	108.00	62	170
Clatskanie	5-3406	---	1,641.69	---	1,642
Prineville	7-3401	---	50.00	---	50
Santiam Junction	22-3404	---	660.50	---	660
		$180,276	$115,146.75	$47,866	$163,013

IAD:db
9-3-52

OREGON STATE HIGHWAY DEPARTMENT
Maintenance Division
Salem, Oregon

Maintenance Station Improvement Projects
Miscellaneous Improvements

		Budget	Obligated	Revised	
5-3403-434	St. Helens-Complete Fencing	$ 200	$ 260	-----	
34-3403	Manning-Develop water supply	1,500	----	-----	Rebudget 1953
3-3413	Timberline Jct.-Pave Cold Storage Bays	1,000	----	------	Rebudget 1953
	Landscape Residences	500	----	-----	Rebudget 1953
	Improve water supply	3,500	----	-----	Completed 1951
3-3406-440	Milwaukie-Finish office in basement	600	620	-----	Complete
29-3408	Tillamook-Shop unit and Sign shop	10,000	11,680	-----	Contract
20-3410	Dexter-Toilet, Wash bowl, Septic tank	800	475	-----	
10-3405	Roseburg-Office in Basement	1,800	----	-----	Completed 1951
35-3403	Mitchell-Construct Flue	200	----	-----	Completed 1951
19-3401-435	Paisley - Toilet and wash bowl	500	500	-----	
1-3401	Baker - Ladies Toilet	700	----	-----	Completed 1951
30-3402	Meacham - Seal and insulate new bays	600	----	-----	Completed 1951
30-3403	Pendleton - Extend office building	10,000	----	-----	Rebudget 1953
30-3403	Pendleton - Equipment storage shed	6,000	12,727	-----	Contract and State Force
1-3401	Baker - Car Storage Building	3,200	12,769	-----	Contract and State Force
5-3403-440	St. Helens	350	350		ditto
24-3403-438	Woodburn	350	350	-----	"
27-3401-438	Grand Ronde	350	350	-----	"
20-3408-438-440	Oakridge	350	425	-----	"
30-3404-438	Hermiston	350	300	-----	"
1-3403-438	Union	350	300	-----	"
13-3404-438	Crane	300	500	-----	"
20-3410-438	Dexter - Diesel Tank and Pump	250	250	-----	"
22-3404-438	Santiam Jct. - Diesel Tank and Pump	250	300	-----	"
19-3401-435	Paisley - Water Pump	---	650	-----	Well drilled 1951
24-3403-434	Woodburn - Plant Hedge fence	---	500		Contract and State Force
18-3402-437	Odell Lake - Light Plant 25 KVA	---	5,000	-----	"
22-3404-437	Santiam Jct. " " " "	---	5,000	-----	"
23-3408-437	Basque Light Plant Building	---	1,500	-----	"
2-3403-435	Alsea - Wash bowl	---	100	-----	"
19-3401-449	Paisley Septic Tank	---	125	-----	"
3-3413-437	Wiring and switchboard Timberline	---	1,320	-----	"
23-3408-435	Basque - New Pump	---	2,160	-----	"
10-3405-440	Roseburg - Back door canopy	---	250	-----	"
20-3405-440 -447	Eugene - Eave Troughs and Pave Floor	---	615	-----	"
	Totals	$44,000	$59,376		

IAD:db
9-4-52

OREGON STATE HIGHWAY DEPARTMENT
Maintenance Division
Salem, Oregon

Status of Maintenance Station Improvement Budget
as of September 1, 1952

	Budget		Obligated	Revised	
Carryover	$ 150,000		$ 163,013	----	
Miscellaneous improvements to existing stations	44,000		59,376	----	
Employee Housing					
Silver Lake - Residence	12,000		----	----	Rebudget 1953
Spray - Garage	1,500		1,500	----	
Warm Springs - Garage	3,500		----	----	Rebudget 1953
Warm Springs - Residence	25,000		----	----	Rebudget 1953
Lincoln - Residence	----		29,234	----	
New Maintenance Stations					
Newberg	18,000	Contract	15,576	----	
		State Force	4,000	----	
Seaside	18,000		----	$18,000	
Grand Ronde	15,000	Contract	12,600	----	
		State Force	1,000	----	
Port Orford	16,000	Contract	14,243	----	
		State Force	4,000	----	
Lincoln	17,000	Contract	14,483	----	
		State Force	4,000	----	
Sisters	16,000		----	16,000	
Bly	16,000	In Carryover	----	----	
Heppner	16,000		----	16,000	
Juntura	16,000	Contract	13,410	----	
		State Force	4,000	----	
Vale	16,000	Contract	12,820	----	
		State Force	3,000	----	
Total	$ 400,000		$ 356,255	$ 50,000	

IAD:db
9-3-52

OREGON STATE HIGHWAY DEPARTMENT
Maintenance Division
Salem, Oregon

SUMMARY OF MAINTENANCE STATION IMPROVEMENT PROJECTS INCOMPLETE AS OF 9-1-52

Project	Prefix	C.O. to 1952	Spent to July 31, 1952	Yet to Spend	Revised Estimate
Warm Springs Maintenance Building - Contract	33-3408	$ 1,664	$ 100.00	$ 1,055	$ 1,056
Timberline 4 Residence and Sand Shed -	3-3416	17,206	14,207.35	---	14,207
Timberline Dormitory	3-3417	42,011	35,658.65	2,851	38,509
Timberline Dormitory - State Force	3-3413	800	601.12	199	800
Sylvan Maint. Bldg., Contract	26-3405	17,182	14,317.03	1,514	15,831
Sylvan State Force on New Station	26-3404	5,242	190.95	5,051	5,242
Jewell Maint. Sta. - Contract (1950)	4-3406	2,518	305.05	---	305
Clatskanie Maint. Sta. - State Force	5-3402	78	491.60	---	492
Delake Maint. Sta. - Contract	21-3406	5,158	4,323.16	21	4,344
Delake - State Force	21-3404	1,631	1,336.21	295	1,631
Eugene Storage Bldg., - Contract 1950	20-3417	2,527	881.69	---	882
Veneta Maint. Bldg., - Contract 1950	20-3418	3,982	984.54	---	985
Bridge Maint. Sta. - Contract	6-3408	3,288	2,435.08	---	2,435
Bridge Maint. Sta. - State Force	6-3407	1,962	2,328.98	---	2,329
Prineville Maint. Sta. Ext. Contract 1950	7-3404	1,012	1,011.73	---	1,012
Shaniko Maint. Sta. Contract	33-3409	7,456	6,636.56	---	6,637
Shaniko - State Force	33-3404	3,175	2,173.48	1,002	3,175
Bly Maint. Sta. - Contract	18-3417	14,836	10,506.69	7,369	18,054
Bly Maint. Sta. State Force	18-3415	2,843	178.10	---	---
Santiam Jct. Bldg. Ex. & Sand Shed Cont.	22-3408	8,258	5,780.58	---	5,781
Chemult - Additional Storage Bay	18-3402	2,500	------	2,500	2,500
Paisley - Additional Storage Bay	19-3401	2,000	237.51	1,762	2,000
Klamath Falls - Diesel Tank & Pump	18-3405	350	------	350	350
Flora Maint. Bldg., - Contract	32-3403	8,954	155.90	8,609	8,765
Flora Residence - Contract	32-3404	11,489	634.80	11,484	12,119
Flora Station - State Force	32-3402	550	899.82	---	900
Fossil Maint. Bldg., - Contract 1950	35-3405	3,396	1,179.83	---	1,180
Fossil State Force - Oil Yard	35-3404	600	2.45	598	600
Huntington Maint. Sta. - Contract	1-3407	1,791	1,267.31	---	1,267
Huntington Maint. Sta. State Force	1-3405	2,950	2,375.44	575	2,950
Meacham Bldg., Ext. - Contract	30-3408	287	80.49	1,171	1,251
Meacham Bldg., Ext. - State Force	30-3402	410	901.56	---	902
Ukiah - Oil Station Yard	30-3405	750	601.90	148	750
Jordan Valley Oil Sta. yard and fence	23-3405	1,250	------	1,250	1,250
Crane - New Gas Pump	13-3404	170	108.00	62	170
Clatskanie	5-3406	---	1,641.69	---	1,642
Prineville	7-3401	---	50.00	---	50
Santiam Junction	22-3404	---	660.50	---	660
		$180,276	$115,146.75	$47,866	$163,013

IAD:db
9-3-52

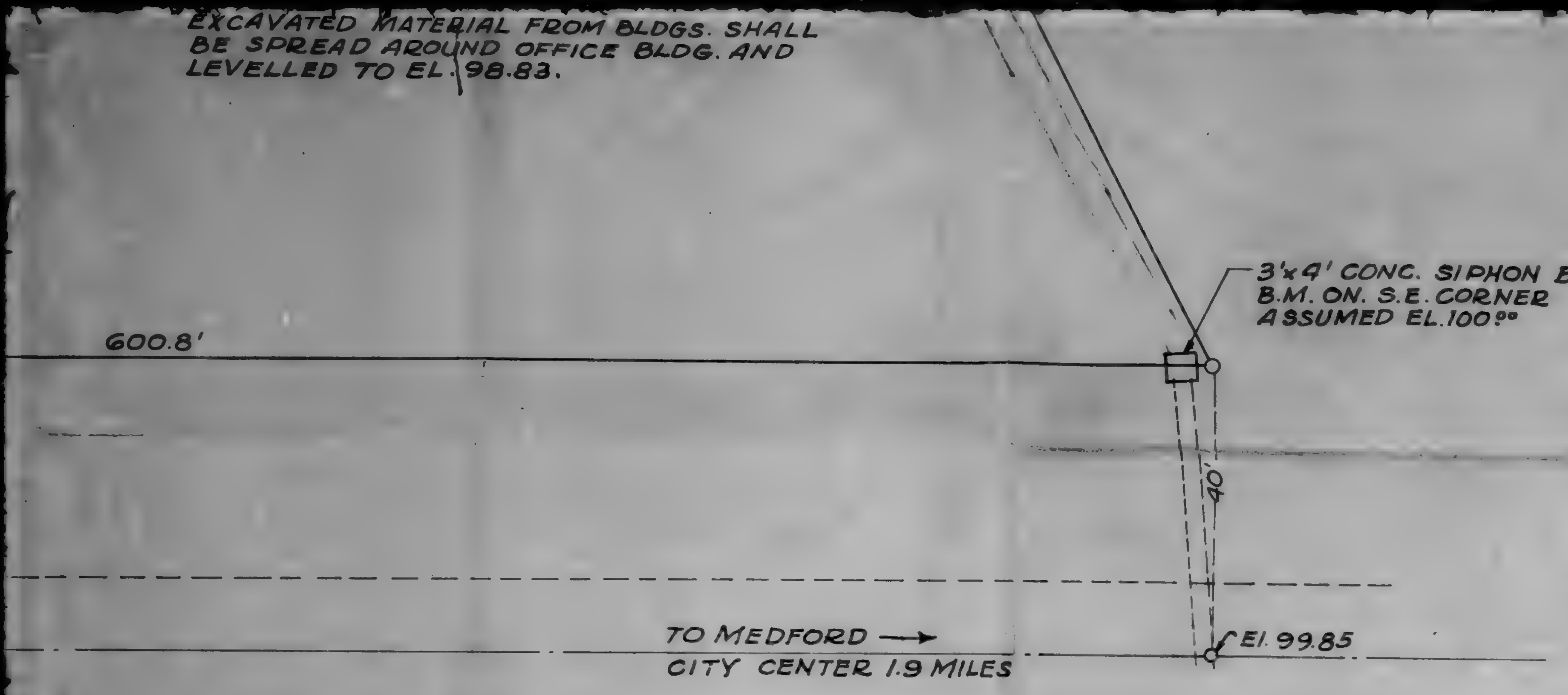
OREGON STATE HIGHWAY DEPARTMENT
Maintenance Division
Salem, Oregon

Maintenance Station Improvement Projects
Miscellaneous Improvements

		Budget	Obligated	Revised	
5-3403-434	St. Helens-Complete Fencing	$ 200	$ 260	-----	
34-3403	Manning-Develop water supply	1,500	----	-----	Rebudget 1953
3-3413	Timberline Jct.-Pave Cold Storage Bays	1,000	----	------	Rebudget 1953
	Landscape Residences	500	----	-----	Rebudget 1953
	Improve water supply	3,500	----	-----	Completed 1951
3-3406-440	Milwaukie-Finish office in basement	600	620	-----	Complete
29-3408	Tillamook-Shop unit and Sign shop	10,000	11,680	-----	Contract
20-3410	Dexter-Toilet, Wash bowl, Septic tank	800	475	-----	
10-3405	Roseburg-Office in Basement	1,800	----	-----	Completed 1951
35-3403	Mitchell-Construct Flue	200	----	-----	Completed 1951
19-3401-435	Paisley - Toilet and wash bowl	500	500	-----	
1-3401	Baker - Ladies Toilet	700	----	-----	Completed 1951
30-3402	Meacham - Seal and insulate new bays	600	----	-----	Completed 1951
30-3403	Pendleton - Extend office building	10,000	----	-----	Rebudget 1953
30-3403	Pendleton - Equipment storage shed	6,000	[illegible]2,727	-----	Contract and State Force
1-3401	Baker - Car Storage Building	3,[illegible]	12,769	-----	Contract and State Force
5-3403-440	St. Helens	350	350		ditto
24-3403-438	Woodburn	350	350	-----	"
27-3401-438	Grand Ronde	350	350	-----	"
20-3408-438-440	Oakridge	350	425	-----	"
30-3404-438	Hermiston	350	300	-----	"
1-3403-438	Union	350	300	-----	"
13-3404-438	Crane	300	500	-----	"
20-3410-438	Dexter - Diesel Tank and Pump	250	250	-----	"
22-3404-438	Santiam Jct. - Diesel Tank and Pump	250	300	-----	"
19-3401-435	Paisley - Water Pump	---	650	-----	Well drilled 1951
24-3403-434	Woodburn - Plant Hedge fence	---	500		Contract and State Force
18-3408-437	Odell Lake - Light Plant 25 KVA	---	5,000	-----	"
22-3404-437	Santiam Jct. " " " "	---	5,000	-----	"
23-3408-437	Basque Light Plant Building	---	1,500	-----	"
2-3403-435	Alsea - Wash bowl	---	100	-----	"
19-3401-449	Paisley Septic Tank	---	125	-----	"
3-3413-437	Wiring and switchboard Timberline	---	1,320	-----	"
23-3408-435	Basque - New Pump	---	2,160	-----	"
10-3405-440	Roseburg - Back door canopy	---	250	-----	"
20-3405-440 -447	Eugene - Eave Troughs and Pave Floor	---	615	-----	"
	Totals	$44,000	$59,376		

IAD:db
9-4-52

EXCAVATED MATERIAL FROM BLDGS. SHALL
BE SPREAD AROUND OFFICE BLDG. AND
LEVELLED TO EL. 98.83.


3'x4' CONC. SIPHON BOX
B.M. ON. S.E. CORNER
ASSUMED EL. 100.00
600.8'
40'
TO MEDFORD →
CITY CENTER 1.9 MILES
El. 99.85

Approved:

G S Paxson
Bridge Engineer

Assistant Highway Engineer

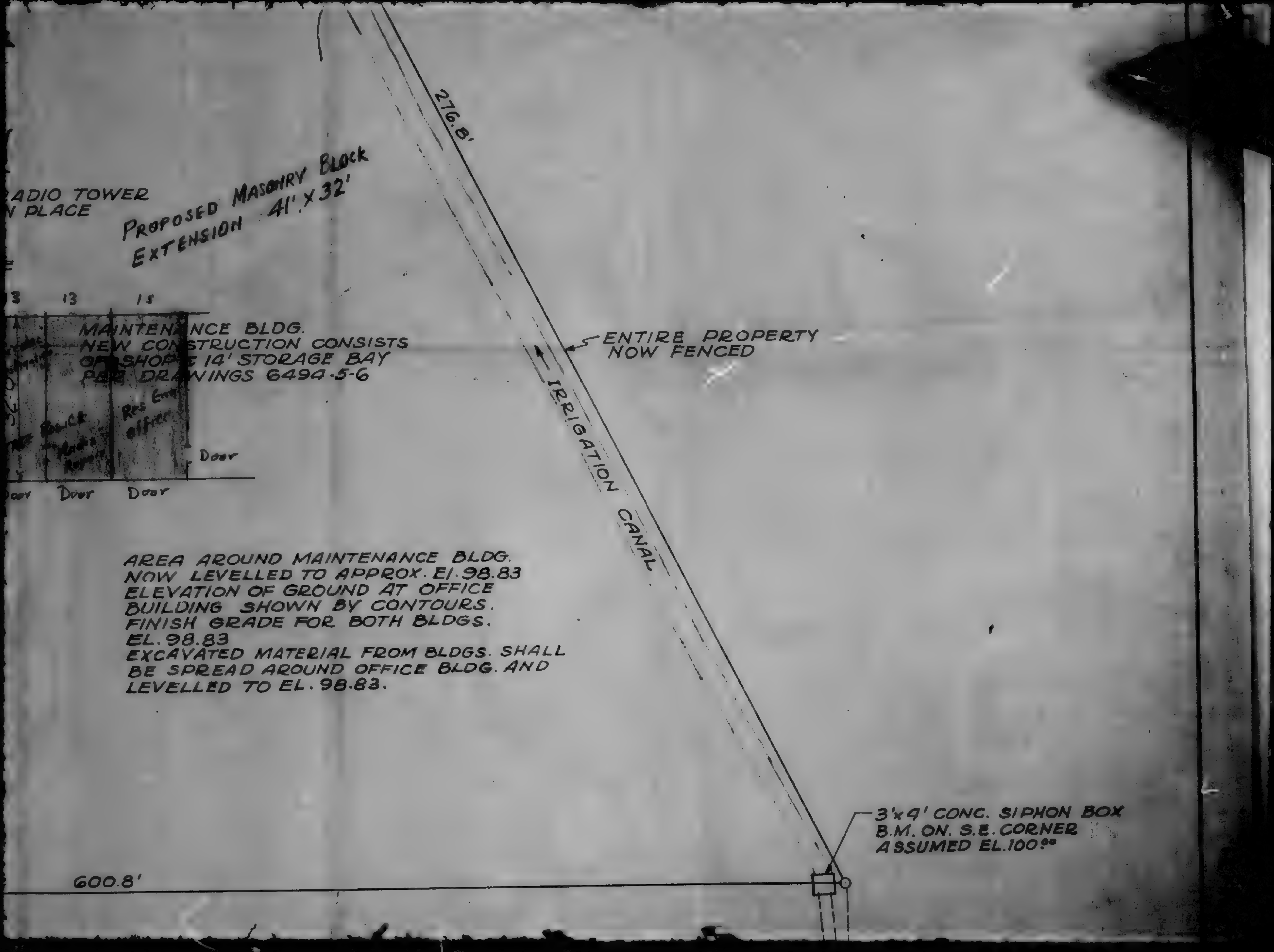
State Highway Engineer

OREGON
STATE HIGHWAY COMMISSION

BUILDINGS
AT
MEDFORD - JACKSON CO.
MAP OF BLDG. SITE

SCALE AS NOTED	DRAWN BY C.C.S.	SHEET 1 OF 15
NOV. 20, 1939	TRACED BY "	JOB NO. 2531
CALC. BK. NO.	CHECKED BY	DRAWING NO. 6910

ACCOMPANIED BY DWGS. 6911 TO 6920 INCL. 6494-5-6 & 3450

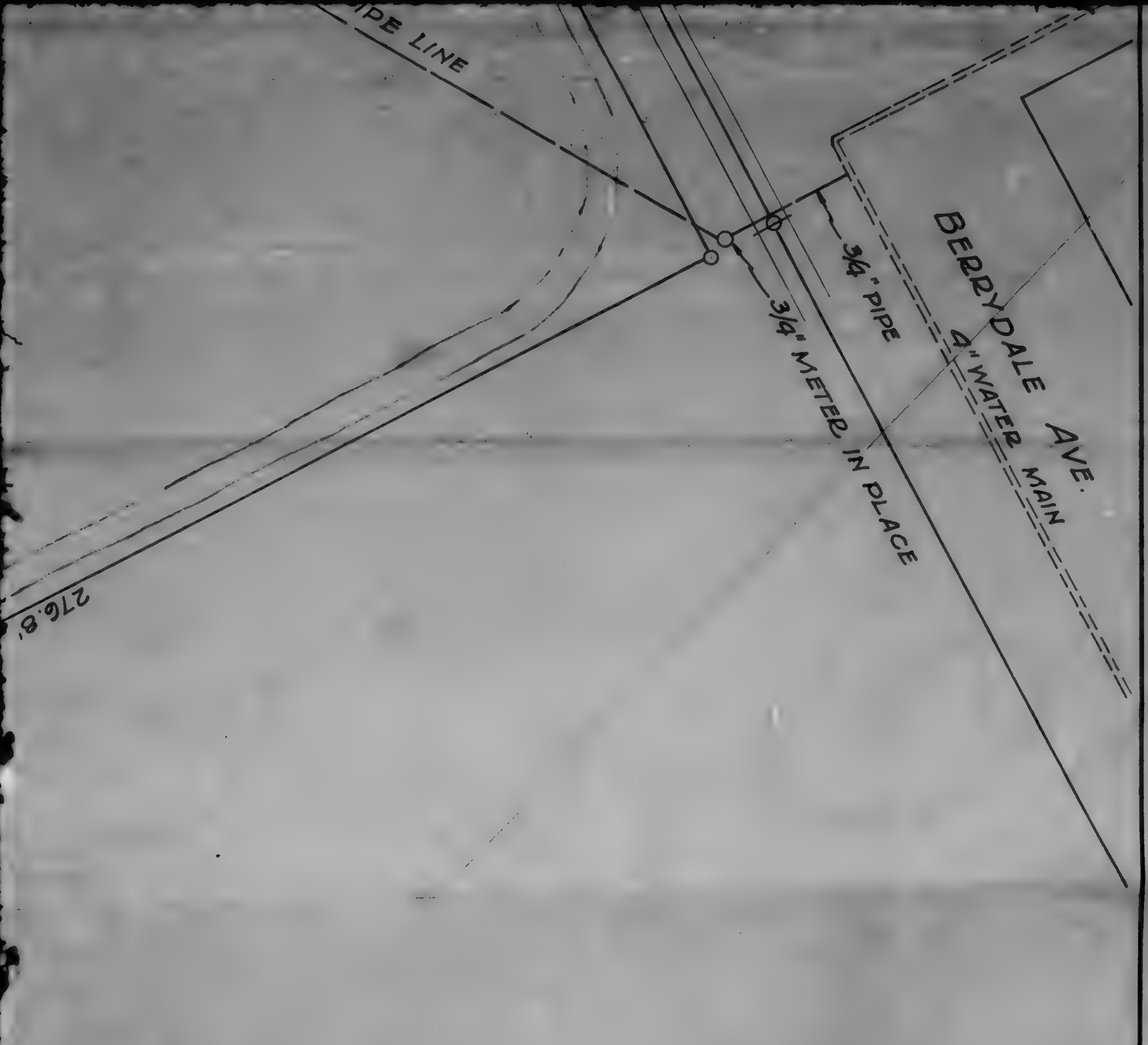

ADIO TOWER
N PLACE
Proposed Masonry Block
Extension 41' x 32'
3
13
15
Res Engr
office
Door
Door
Door
Door
276.8'
IRRIGATION CANAL
600.8'

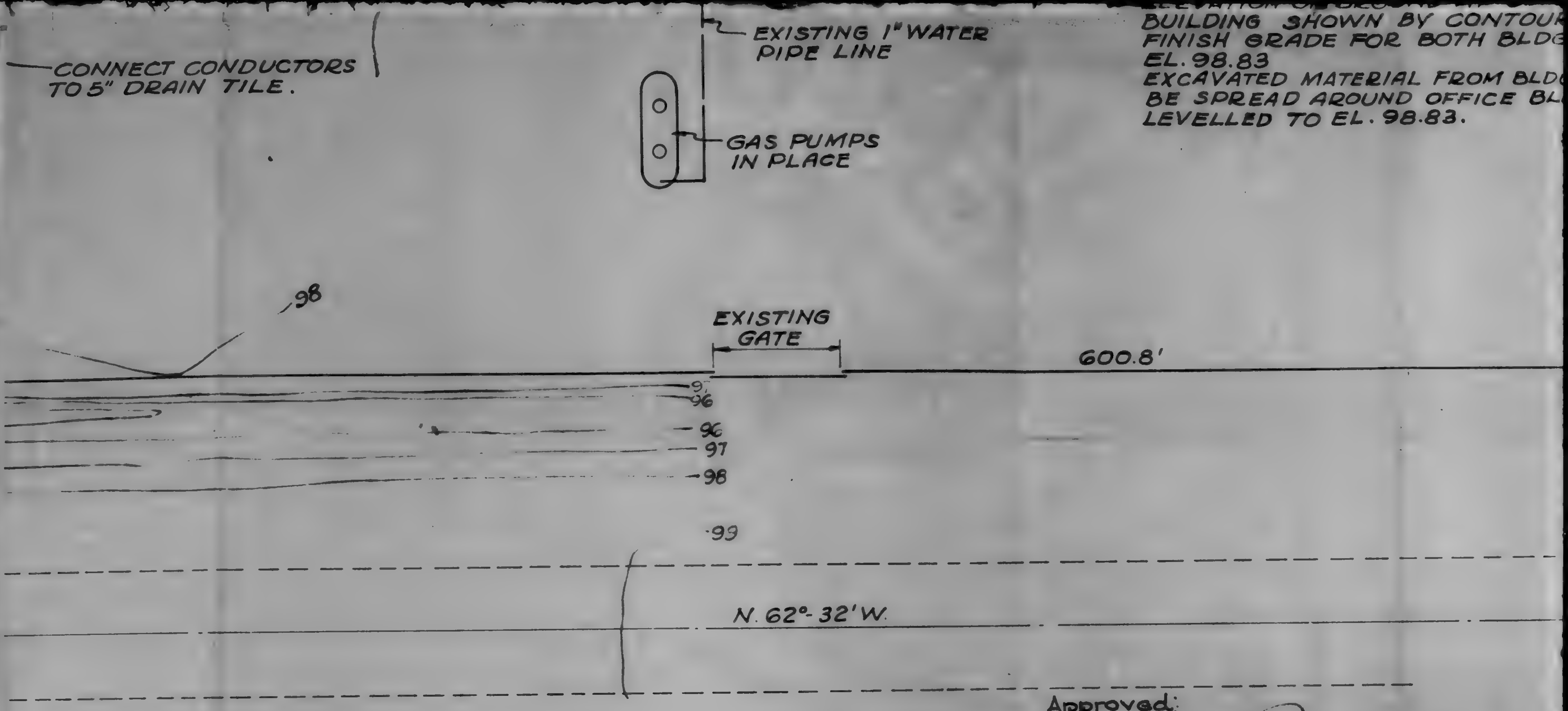
MAINTENANCE BLDG.
NEW CONSTRUCTION CONSISTS
OF SHOP & 14' STORAGE BAY
PER DRAWINGS 6494-5-6

ENTIRE PROPERTY
NOW FENCED

AREA AROUND MAINTENANCE BLDG.
NOW LEVELLED TO APPROX. El. 98.83
ELEVATION OF GROUND AT OFFICE
BUILDING SHOWN BY CONTOURS.
FINISH GRADE FOR BOTH BLDGS.
EL. 98.83
EXCAVATED MATERIAL FROM BLDGS. SHALL
BE SPREAD AROUND OFFICE BLDG. AND
LEVELLED TO EL. 98.83.

3'x4' CONC. SIPHON BOX
B.M. ON. S.E. CORNER
ASSUMED EL. 100.00


PE LINE
276.8'
3/4" PIPE
3/4" METER IN PLACE
BERRYDALE AVE.
4" WATER MAIN


CONNECT CONDUCTORS TO 5" DRAIN TILE.
EXISTING 1" WATER PIPE LINE
GAS PUMPS IN PLACE
BUILDING SHOWN BY CONTOUR
FINISH GRADE FOR BOTH BLDG
EL. 98.83
EXCAVATED MATERIAL FROM BLDG
BE SPREAD AROUND OFFICE BL
LEVELLED TO EL. 98.83.
98
EXISTING GATE
600.8'
97
96
96
97
98
99
N. 62°-32' W.

AP OF SITE

SCALE 1" = 20'-0"

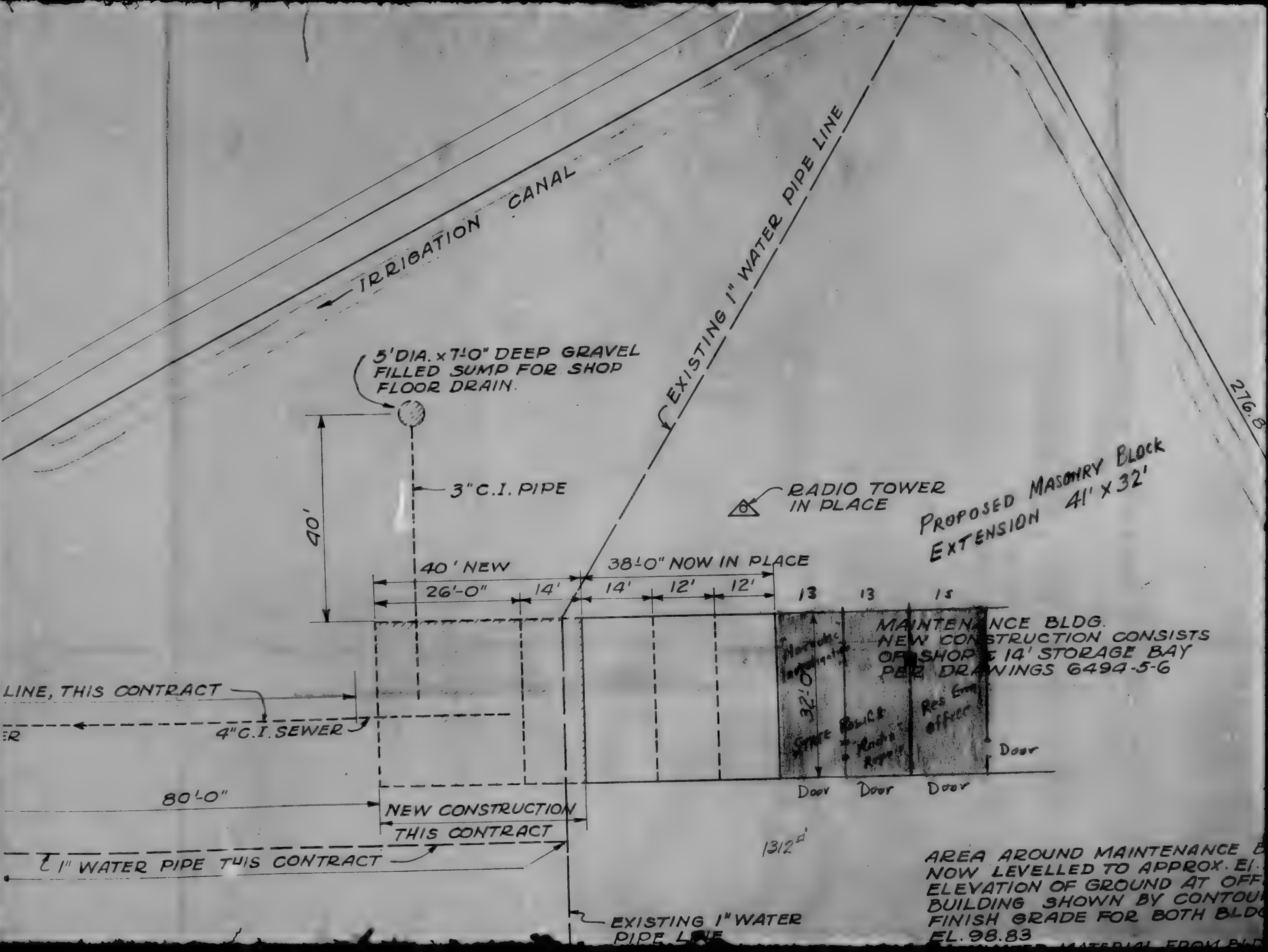
Approved:

Bridge Engineer

Assistant Highway Engineer

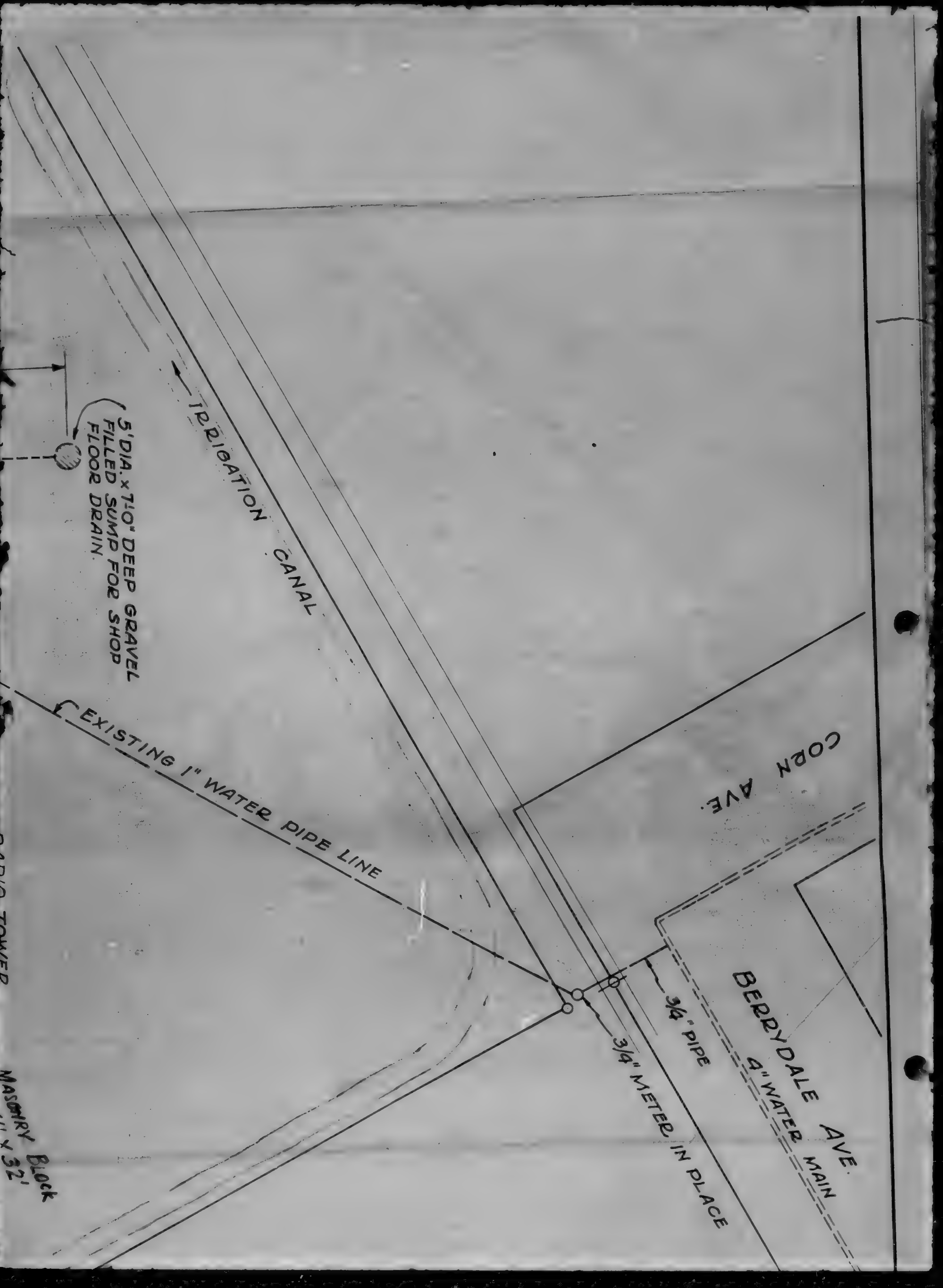
State Highway Engineer

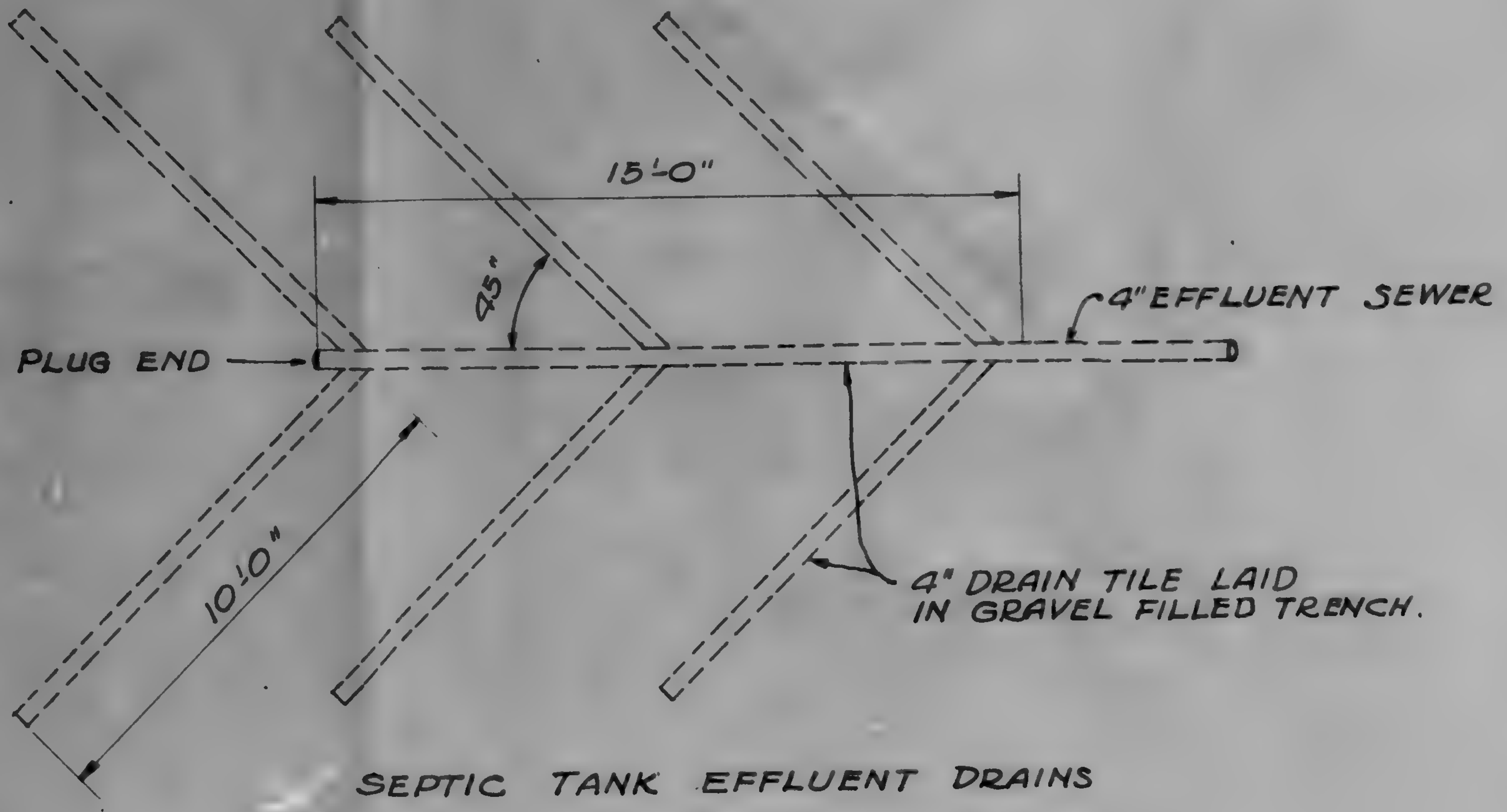
SCA
NC
CA
AC


IRRIGATION CANAL
EXISTING 1" WATER PIPE LINE
276.8
5'DIA. x 7'-0" DEEP GRAVEL FILLED SUMP FOR SHOP FLOOR DRAIN.
3"C.I. PIPE
40'
RADIO TOWER IN PLACE
Proposed Masonry Block Extension 41' x 32'
40' NEW
38'-0" NOW IN PLACE
26'-0"
14'
14'
12'
12'
13
13
15
32'-0"
Narcotic Investigator
State Police
Radio Repair
Res Eng office
Door
Door
Door
Door
LINE, THIS CONTRACT
4"C.I. SEWER
ER
80'-0"
NEW CONSTRUCTION THIS CONTRACT
℄ 1" WATER PIPE THIS CONTRACT
EXISTING 1" WATER PIPE LINE
1312□'

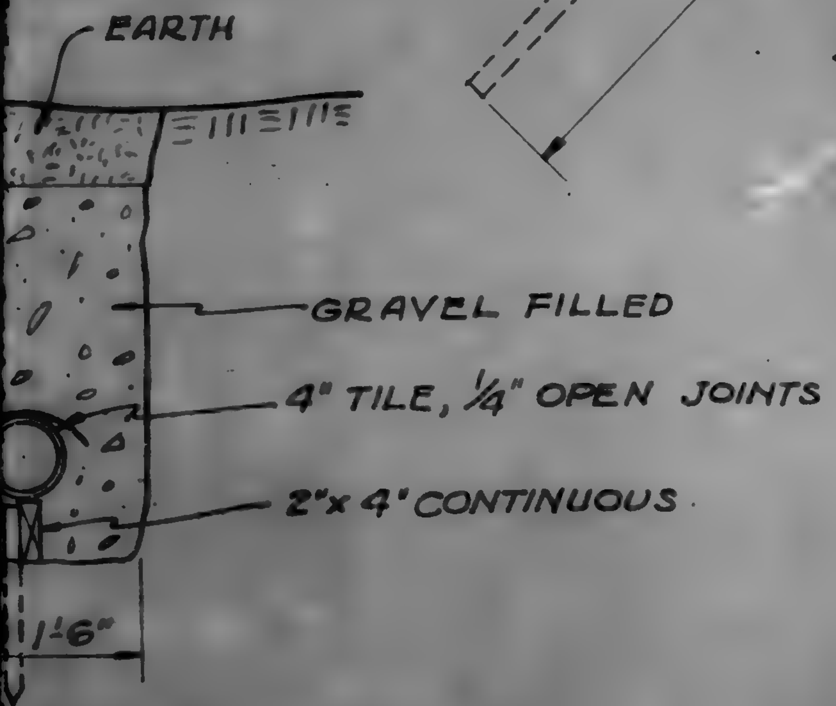
MAINTENANCE BLDG.
NEW CONSTRUCTION CONSISTS
OF SHOP & 14' STORAGE BAY
PER DRAWINGS 6494-5-6

AREA AROUND MAINTENANCE B
NOW LEVELLED TO APPROX. El.
ELEVATION OF GROUND AT OFF
BUILDING SHOWN BY CONTOU
FINISH GRADE FOR BOTH BLDG
EL. 98.83

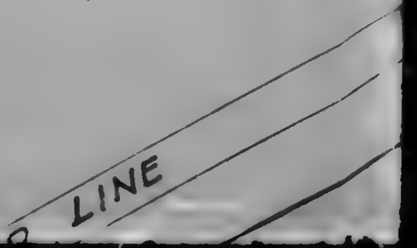

5'DIA.x 7'-0" DEEP GRAVEL FILLED SUMP FOR SHOP FLOOR DRAIN.
IRRIGATION CANAL
EXISTING 1" WATER PIPE LINE
CORN AVE.
BERRYDALE AVE.
4" WATER MAIN
3/4" PIPE
3/4" METER IN PLACE
RADIO TOWER
MASONRY BLOCK
x 32'

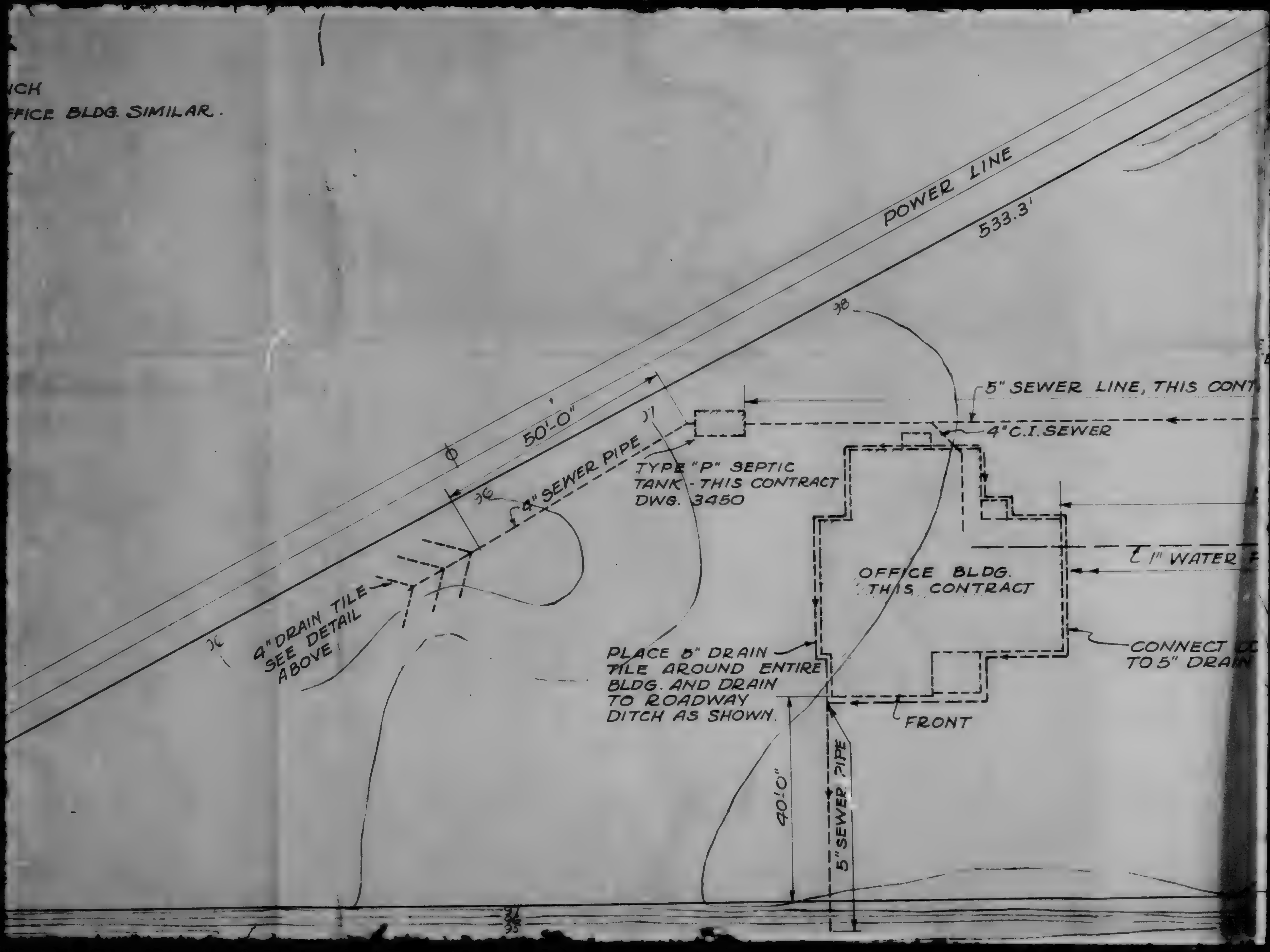

15'-0"
45°
4" EFFLUENT SEWER
PLUG END
10'-0"
4" DRAIN TILE LAID
IN GRAVEL FILLED TRENCH.

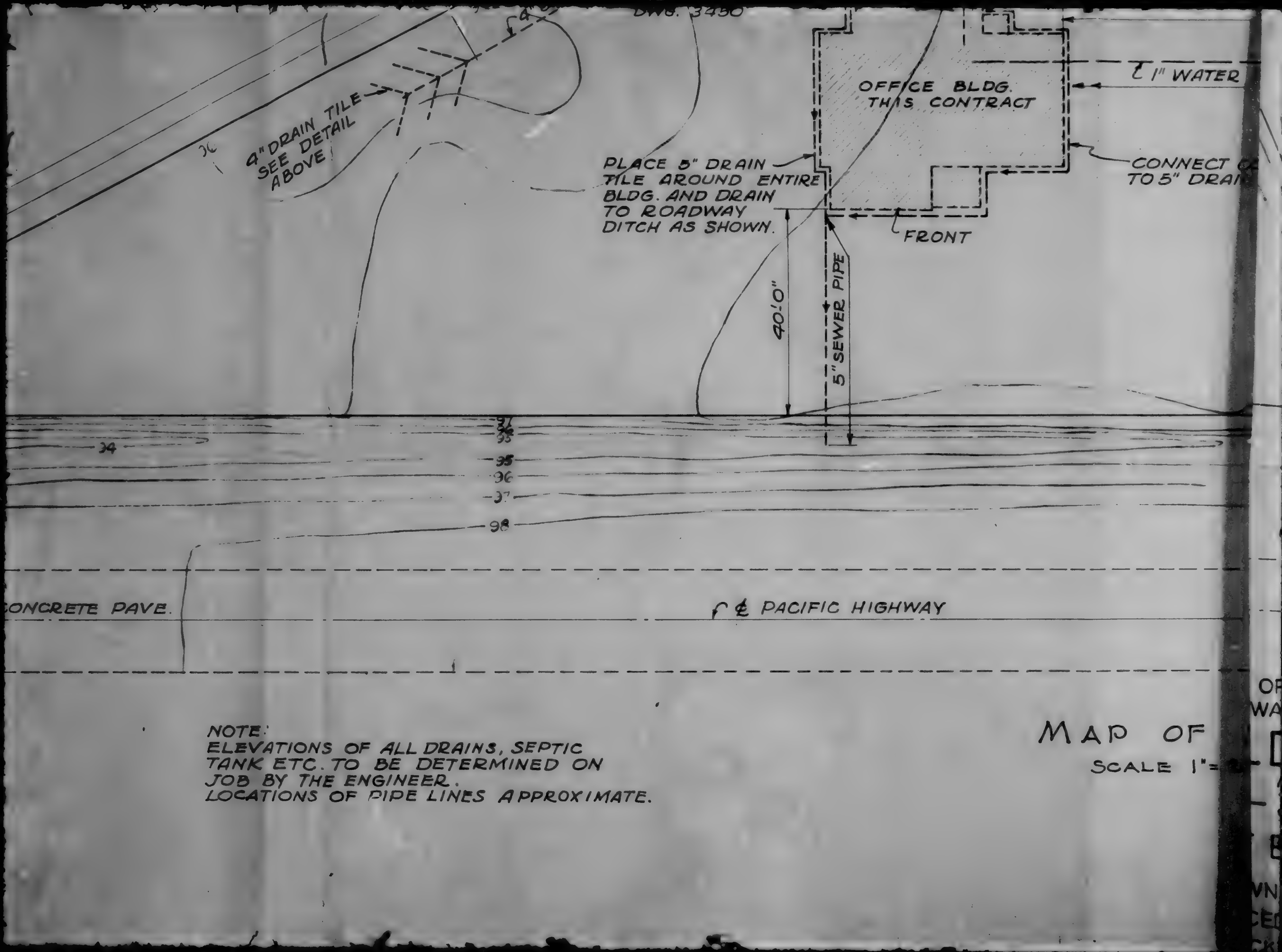
SEPTIC TANK EFFLUENT DRAINS


EARTH
GRAVEL FILLED
4" TILE, 1/4" OPEN JOINTS
2"x 4' CONTINUOUS
1'-6"

THRU TRENCH
E AROUND OFFICE BLDG. SIMILAR.

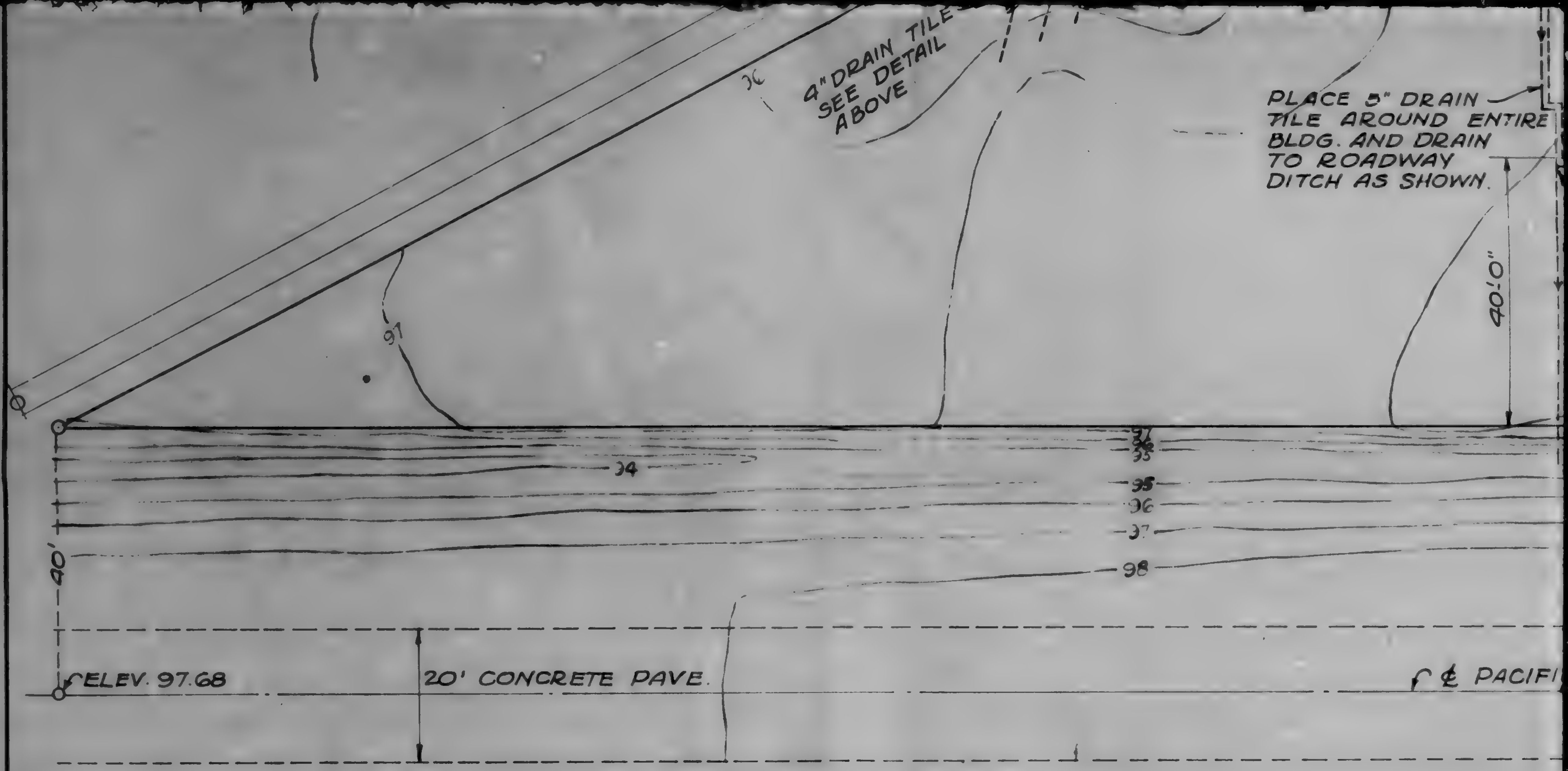



NCH
FFICE BLDG. SIMILAR.
POWER LINE
533.3'
50'-0"
4" SEWER PIPE
TYPE "P" SEPTIC TANK - THIS CONTRACT DWG. 3450
5" SEWER LINE, THIS CONT
4" C.I. SEWER
OFFICE BLDG. THIS CONTRACT
℄ 1" WATER P
CONNECT CC TO 5" DRAIN
4" DRAIN TILE SEE DETAIL ABOVE
PLACE 5" DRAIN TILE AROUND ENTIRE BLDG. AND DRAIN TO ROADWAY DITCH AS SHOWN.
FRONT
40'-0"
5" SEWER PIPE
96
97
98
95


DWG. 3450
4" DRAIN TILE SEE DETAIL ABOVE
OFFICE BLDG. THIS CONTRACT
℄ 1" WATER
PLACE 5" DRAIN TILE AROUND ENTIRE BLDG. AND DRAIN TO ROADWAY DITCH AS SHOWN.
CONNECT TO 5" DRAI
FRONT
40'-0"
5" SEWER PIPE
34
35
36
37
98
CONCRETE PAVE.
℄ PACIFIC HIGHWAY

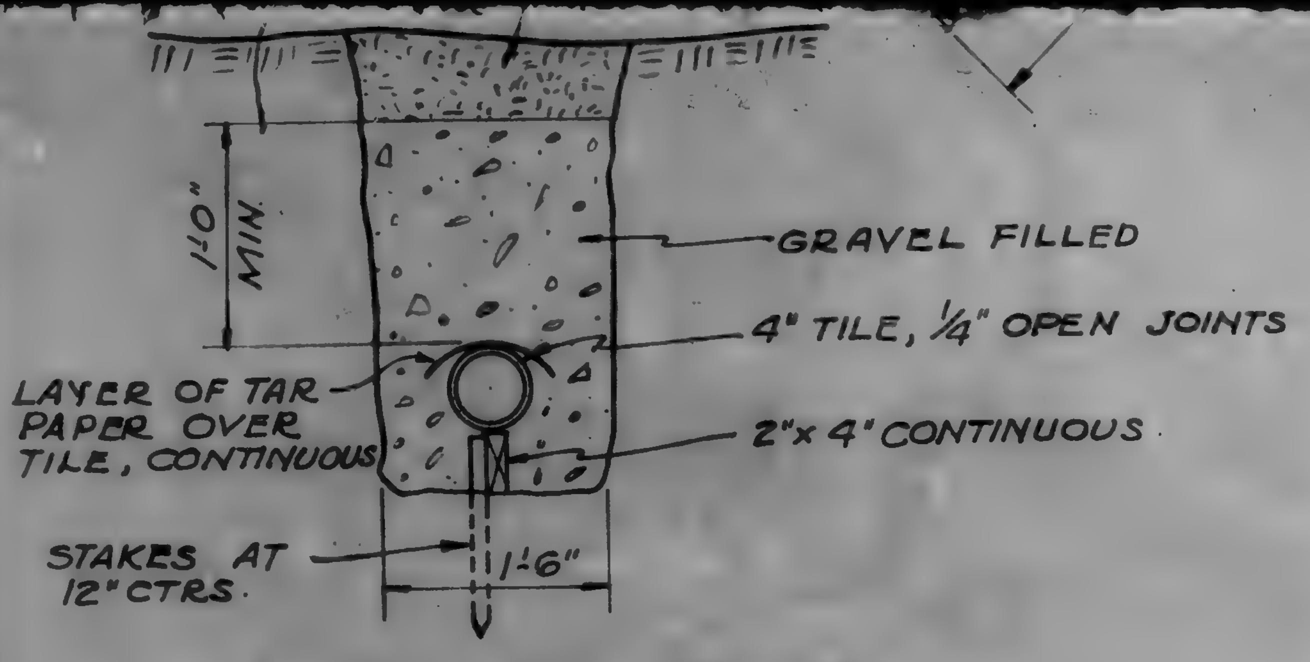
NOTE:
ELEVATIONS OF ALL DRAINS, SEPTIC
TANK ETC. TO BE DETERMINED ON
JOB BY THE ENGINEER.
LOCATIONS OF PIPE LINES APPROXIMATE.

MAP OF
SCALE 1"=

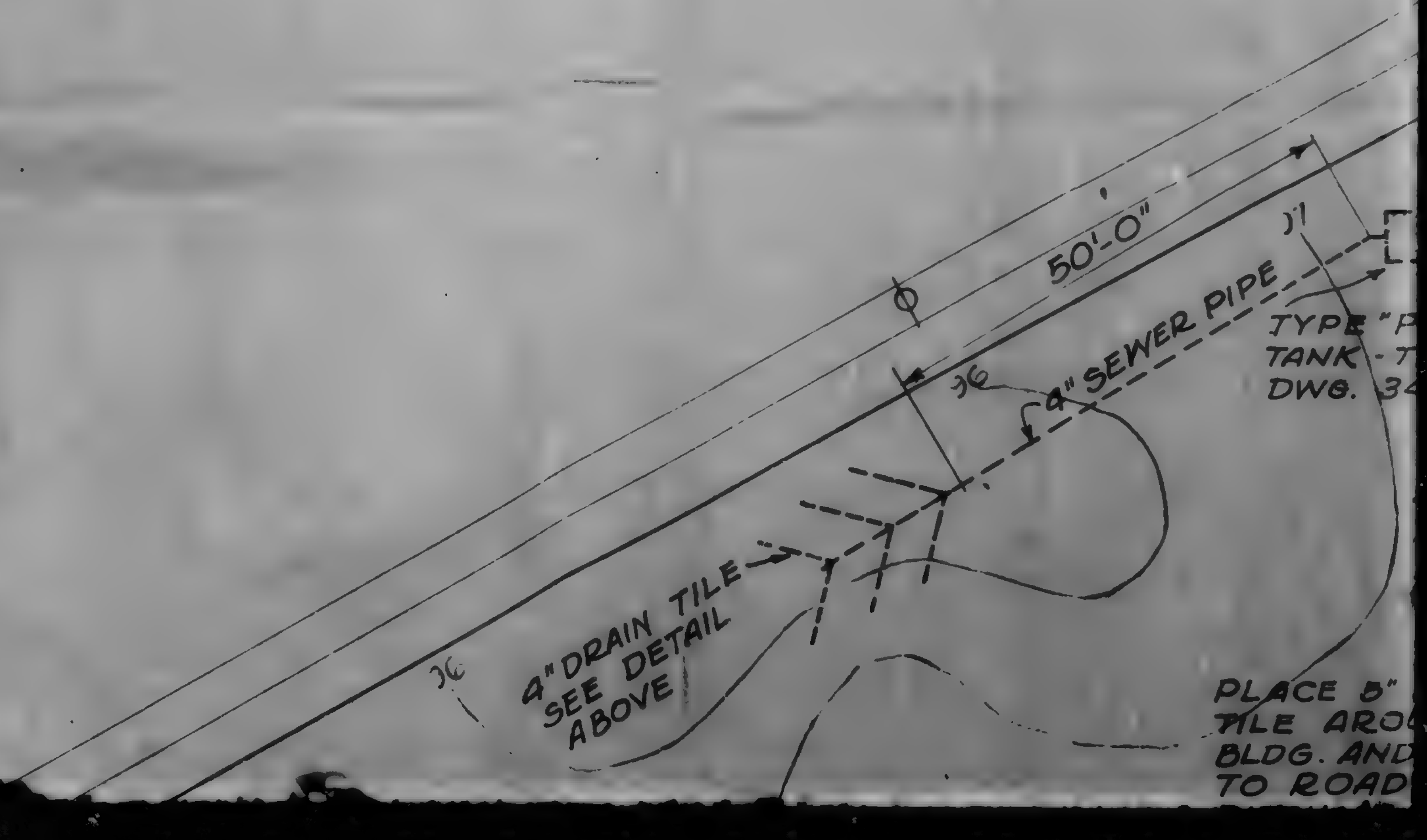

4" DRAIN TILE
SEE DETAIL
ABOVE
PLACE 5" DRAIN
TILE AROUND ENTIRE
BLDG. AND DRAIN
TO ROADWAY
DITCH AS SHOWN.
40'0"
97
96
94
35
36
98
40'
ELEV. 97.68
20' CONCRETE PAVE.
℄ PACIFI

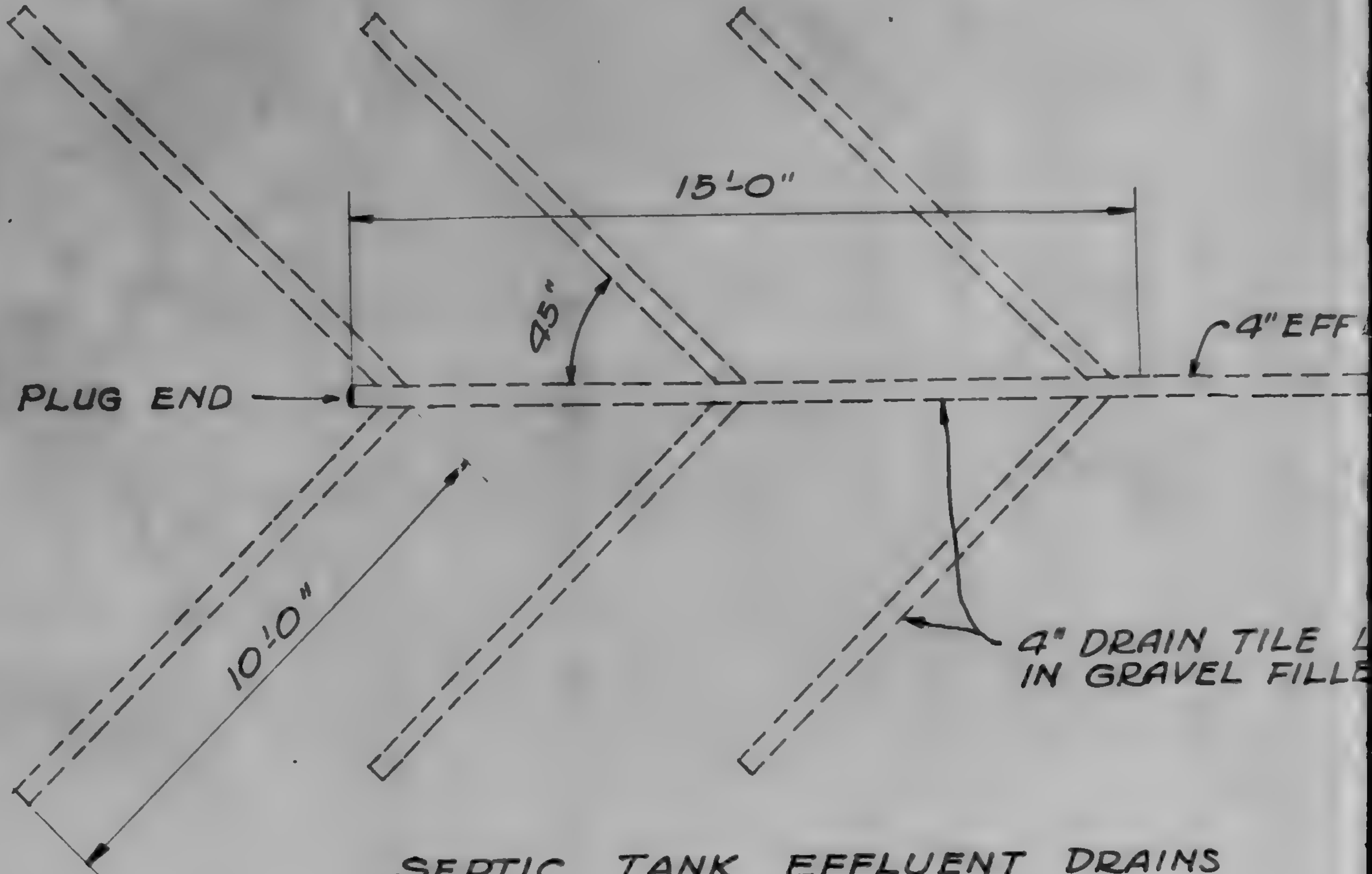
NOTE:
ELEVATIONS OF ALL DRAINS, SEPTIC
TANK ETC. TO BE DETERMINED ON
JOB BY THE ENGINEER.
LOCATIONS OF PIPE LINES APPROXIMATE.

SEPTIC TANK EFFLUENT DRAINS

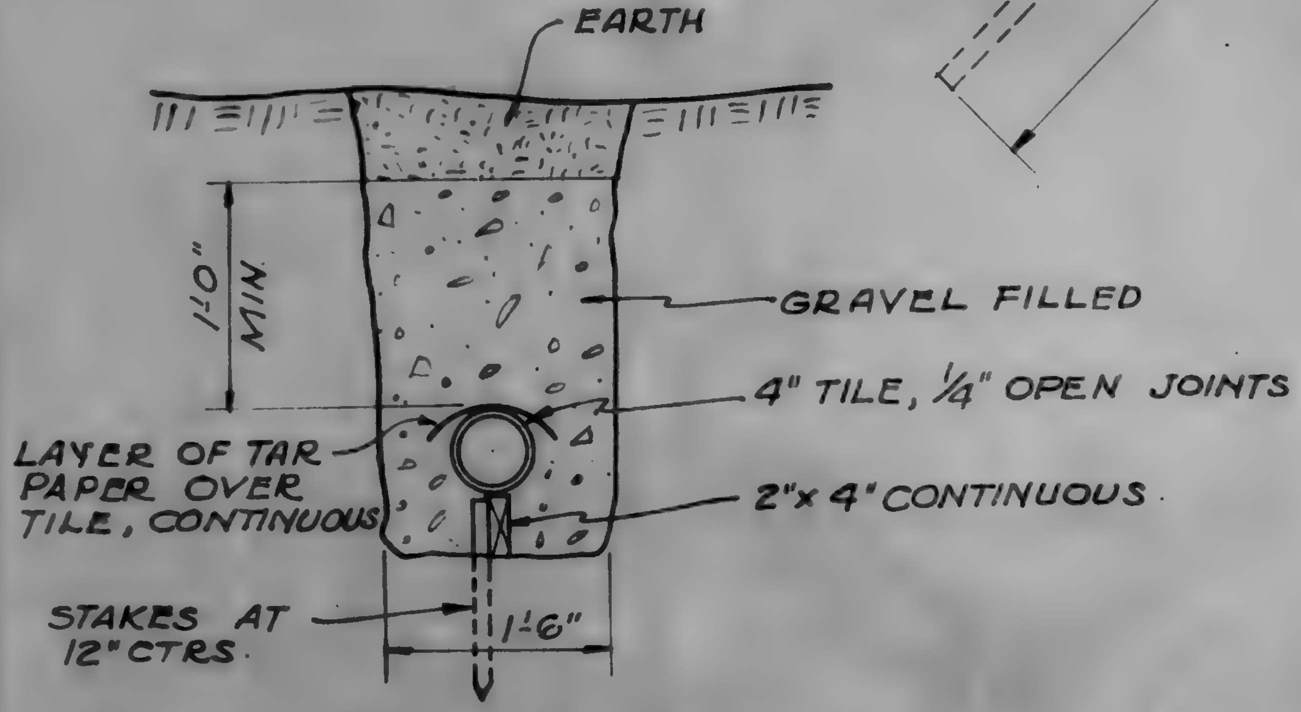

1'-0" MIN.
GRAVEL FILLED
4" TILE, 1/4" OPEN JOINTS
LAYER OF TAR PAPER OVER TILE, CONTINUOUS
2"x 4" CONTINUOUS
STAKES AT 12" CTRS.
1'-6"

SECTION THRU TRENCH
LAY 5" DRAIN TILE AROUND OFFICE BLDG. SIMILAR.


50'-0"
4" SEWER PIPE
4" DRAIN TILE SEE DETAIL ABOVE
TYPE "P
TANK - T
DWG. 3
PLACE 5"
TILE ARO
BLDG. AND
TO ROAD


15'-0"
45"
4" EFF
PLUG END
10'-0"
4" DRAIN TILE
IN GRAVEL FILLE

SEPTIC TANK EFFLUENT DRAINS


EARTH
1'-0" MIN.
GRAVEL FILLED
4" TILE, 1/4" OPEN JOINTS
LAYER OF TAR PAPER OVER TILE, CONTINUOUS
2"x 4" CONTINUOUS
STAKES AT 12" CTRS.
1'-6"

SECTION THRU TRENCH

LAY 5" DRAIN TILE AROUND OFFICE BLDG. SIMILAR.

16-3303 Madras Tech Production project 1952
on 4 highways near Madras.
#3303

R. H. Baldock.

June 3rd, 1953

Madras Rock Production
Contract #3823
11-[illegible]

FINAL COST ANALYSIS

Warm Springs & The Dalles-California Highways
Prefix 16-8303

Rogers Construction Co., Contractor
Lowell M. Stratton, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-1/2" Cr. Rock in SP	4,378.4	Cu. Yd.	$2.147	$2.80*	$ 9,403.94	$12,259.52
1/2"-1/4" " " " "	4,832.4	" "	2.147	2.80*	10,378.67	13,530.72
1/4"-#10 " " " "	4,052.4	" "	2.147	2.80*	8,704.01	11,347.84
1/4"-0 " " " "	2,026.4	" "	2.147	2.60*	4,354.19	5,268.64
SP Screen Rejects in SP	1,584.2	" "		0.25	396.05	396.05
Hauling Rejects	156.76	Yd. Mi.		0.12	18.81	18.81
SP Haul Adjustment in Favor of State	67,899.28	" "		0.10		- 6,789.93
Crushed Rock Sold to Jefferson County	1,893	Cu. Yd.	1.63	1.95	3,080.00	3,696.00
Total					$36,335.67	$39,727.65

* Bid price before stockpile haul adjustment.

Gross Revenue	$39,727.65
Total Cost	36,335.67
Net Profit	$ 3,391.98

Net Profit Equals 8.5% of Gross Revenue

Madras Rock Production
Contract #3823
Rogers Construction Co.

Detail of Cost

Labor:		
Labor & Supervision	$11,819.25	
Labor Insurance	673.70	
		$12,492.95
Equipment Rentals & Misc. Supplies:		
Equipment Rentals (Owned)	$13,515.35	
Hired Equipment	167.68	
Gas, Oil & Grease	2,364.07	
Explosive	1,213.40	
Cost of Drilling & Shooting	4,859.20	
Freight & Cartage	394.97	
Small Tools & Misc. Supplies	270.30	
P.L. & P.D. Insurance	132.35	
Bond	216.20	
Home Office & General Overhead	709.20	
		23,842.72
Total Cost		$36,335.67

Contract #3823

Breakdown of Crushing Cost

Item	Quantity	Unit	Total Cost	Unit Cost
Move In & Set Up	15,290	Cu. Yd.	$ 2,862.82	$0.187
Drill & Shoot	15,290	" "	6,194.05	0.405
Load & Haul to Crusher	15,290	" "	7,965.19	0.511
Crushing	15,290	" "	12,259.00	0.784
Haul to Stockpile (Av. Haul 0.5 Mile)	15,290	" "	2,114.96	0.138
Stockpiling	15,290	" "	1,859.65	0.122
Cost in Stockpile				$2.147

Actual crushing time was 303 hours, for an average production of 56.7 cu. yds. per hour.

Remarks:

This was a "State Project" calling for the crushing and stockpiling of approximately 15,000 cu. yds. of crushed rock in stockpiles. The contract was bid and awarded May 24th, 1952.

On December 6th, 1952, the contractor moved a hired drilling crew into the State quarry located on the northerly side of and adjacent to the Warm Springs Highway at M.P. 39.C. Crushing started January 13th, 1953, and the project was completed February 16th, 1953.

The 3-crusher plant was fed with 3/4 cu. yd. shovel and two 6 cu. yd. Dumptors. All crushed rock was hauled in two 8 cu. yd. trucks. Due to the danger of damaging the highway by hauling, on account of the thawing weather, all crushed rock was stockpiled at M.P. 39.5 on the Warm Springs Highway. The crushing plant operated 303 hours for an average production of 56.7 cu. yds. per working hour.

The contractor, not having adequate room to set up his crushing plant, was forced to use part of the highway shoulder, and, due to traffic interference, production was retarded.

Approximately 1,900 cu. yds. of crushed rock was sold to Jefferson County.

The contractor, having a haul adjustment with traffic interference, was only able to realize a small profit from this project.

E. H. Clymer
Chief Cost Analyst

By: K. T. Wechter

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 30, 1953

[illegible]			
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3823	3-final	ROGERS CONSTRUCTION CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
7833	R-65177	$ 1,080.95	4/30/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 15, 1953

Time Extensions: None

Completion Date: Feb. 16, 1953

Date Accepted: April 8, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-1-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Floyd Query
Acting Secty

Warrant Mailed:

A. A. Wicklander

NOTED ON CARD
[illegible]

R

RECEIVED

April 22, 1953

Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 3823 for work performed on the Madras Rock Production Project on four State Highways in Jefferson County was completed by the contractor, Rogers Construction Co., on February 16, 1953 and was formally accepted by the Highway Commission on April 8, 1953.

Final payment in the amount of $1,080.95 will be released to the contractor on or after May 2, 1953. The total contract amount is $36,031.65, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

11-22-53

RECEIVED
FOR FILING

March 10, 1953

Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction Co. in connection with contract No. 3823, for the Madras Rock Production Project on the Warm Springs, The Dalles-California, Madras-Prineville and Culver Highways in Jefferson County.

This payment, in the amount of $11,181.70, will be released to the contractor on or after March 20, 1953. The retained percentage is $1,080.95.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

3-10-53, gl

Form E-1—1686—11-51

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February [illegible], 1953

Section Madras Rock Production Project
Warm Springs, The Dalles-California
Highway Madras-Prineville and Culver
Contractor Rogers Construction Co.
Date of contract November [illegible], 195[illegible]
Date work started December 1, 195[illegible]
Amount of contract $41,[illegible]0

Kind of work Rock Production
Section prefix 16-8[illegible]
Contract number [illegible]
Date of completion July 19, 1953
~~Estimated~~ date of completion February 16, 1953
Per cent of time elapsed 36%

Estimated cost of completed project, exclusive of engineering $36,[illegible]77.85
Per cent of contract completed, based on total contract price 100%
Engineering cost to date $2,550, 6.13%
Date project was completed February 16, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed. Semi-final estimate and final records sent to Division Office. Final Report.

NOTED
FORREST COOPER

NOTED
H. G. SMITH

RECEIVED
MAR 2 1953
OFFICE OF
CONSTRUCTION ENGINEER

Signed Lowell M. Stratton
Address Madras Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			15,290.0		
Estimated quantities moved or placed to date			15,290.0		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair All Week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
DEC 30 1952
FOR FILING

16 - [illegible]

December 29, 1952

Rogers Construction Co.
11766 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith fully executed copies of two contracts which were awarded to you by the State Highway Commission on November 24, 1952, as follows:

Contract No. 3823, covering the Madras Rock Production Project on the Warm Springs, The Dalles-California, Madras-Prineville and Culver Highways in Jefferson County.

Contract No. 3826, for grading and paving on the Arata Road Interchange Section on the T. H. Banfield Expressway in Multnomah County.

An executed copy of each of the above contracts is also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
DEC 1 1952
FOR FILING
16-[illegible]
3823

November 26, 1952

Rogers Construction Co.
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on November 24, 1952 awarded to you State Highway Contract No. 3823 for the Madras Rock Production Project in Jefferson County. This award was based on your bid of $41,600.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.
cc H. G. Smith
S. H. Probert
SIAC W. M. Franzwa

22-3312 [illegible] Production 1972
project on the Central Oregon [illegible].
#3324 easterly from [illegible].

RECEIVED [illegible]
FOR FILING

R. H. Baldock

December 31st, 1953

NOTED
State Highway Engineer

FINAL COST ANALYSIS
Rock Production
N. A. Toole Construction Co., Contractor
L. C. Johnson, Resident Engineer

Juntura-Harper Section
Contract #3824

Central Oregon Highway
Prefix 23-8312

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in Stockpile	2,701.5	Cu. Yd.	$3.35	$2.53	$ 7,093.34	$ 9,050.03
½"-¼" Cr. Rock in Stockpile	3,845.9	" "	3.35	2.53	9,988.69	12,883.77
¼"-#10 Cr. Rock in Stockpile	1,914.9	" "	3.25	2.53	5,103.24	6,223.43
PA #1, Purchase 3/4"-½" Cr. Rock in Stockpile	620.9	" "	1.50	2.014	1,250.49	931.35
S.P. Haul Adj., Favor of Contractor	6,644	Yd. Mi.	0.12	0.114	692.80	797.28
Purchase Order	873.4	Cu. Yd.	2.15	2.014	1,759.03	1,877.60
					$25,887.59	$31,763.46

Gross Revenue	$31,763.46
Total Cost	25,887.59
Net Profit	$ 5,875.87

Net Profit Equals 18.4% of Gross Revenue

RECEIVED
JAN 19 1954
FOR FILING

R. H. Baldock

3-8312

December 31st, 1953

NOTED
State Highway Engineer

Juntura-Harper Section
Contract #3824

FINAL COST ANALYSIS
Rock Production
N. A. Toole Construction Co., Contractor
L. C. Johnson, Resident Engineer

Central Oregon Highway
Prefix 23-8312

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in Stockpile	2,701.5	Cu. Yd.	$3.35	$2.53	$ 7,093.34	$ 9,050.03
½"-¼" Cr. Rock in Stockpile	3,845.9	" "	3.35	2.53	9,988.69	12,883.77
¼"-#10 Cr. Rock in Stockpile	1,914.9	" "	3.25	2.53	5,103.24	6,223.43
PA #1, Purchase 3/4"-½" Cr. Rock in Stockpile	620.9	" "	1.50	2.014	1,250.49	931.35
S.P. Haul Adj., Favor of Contractor	6,644	Yd. Mi.	0.12	0.114	692.80	797.28
Purchase Order	873.4	Cu. Yd.	2.15	2.014	1,759.03	1,877.60
					$25,887.59	$31,763.46

Gross Revenue	$31,763.46
Total Cost	25,887.59
Net Profit	$ 5,875.87

Net Profit Equals 18.4% of Gross Revenue

Juntura-Harper Rock Production
Contract #3824

Detail of Cost

Labor:		
Labor and Supervision	$7,620.13	
Labor Insurance	476.49	$8,096.62
Equipment Rentals & Misc. Supplies:		
Equipment Rentals (Owned)	$8,065.25	
Hired Trucks (Without Operators)	4,286.83	
Gas, Oil and Grease	2,965.23	
Small Tools and Misc. Supplies	322.60	
P.L. & P.D. Insurance	95.25	
Freight and Cartage	1,101.74	
Bond	355.10	
P.U.C. Fees	91.37	
Home Office and General Overhead	507.60	17,790.97
Total Cost		$25,887.59

Juntura-Harper Rock Production
Contract #3824

Breakdown of Crushing Cost

Item	Quantity	Unit	Total Cost	Unit Cost
Move In and Set Up	9,957	Cu. Yd.	$ 3,157.56	$0.317
Doze to Crusher	"	" "	4,492.29	0.451
Crush	"	" "	10,223.91	1.028
Haul to Stockpile (Av. Haul 5½ Mi.)	"	" "	6,262.95	0.629
Stockpile	"	" "	1,058.08	0.106
			$25,194.79	$2.531

Remarks:

This was a "State Project" calling for crushing and stockpiling of 9,000 cu. yds. of crushed rock in stockpiles. The contract was bid and awarded November 24th, 1952.

On February 5th, 1953, the contractor started moving in a 3-crusher plant into the talus deposit located on the southerly side of and adjacent to the Central Oregon Highway at M.P. 214.4. Crushing started February 16th, 1953, and the project was completed April 7th, 1953. The contractor worked one 9½-hour shift 6 days a week.

The crushing plant consisted of 15" x 24" jaw crusher, 3' Symons cone, 16" x 24" rolls with conveyors and electric motors as required. The crusher was fed with TD-18 International tractor and TD-14 International tractor part time. All crushed materials were hauled in four 5 cu. yd. hired trucks. The crushing plant operated 323 hours for an average production of 30.8 cu. yds. per working hour.

The contractor, having good bid prices with good supervision, realized a nice profit from this project.

E. H. Clymer
Chief Cost Analyst

By . . K. T. Wechter

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 19, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
53-931[illegible] 3824	4-final	N. A. TOOLE CONSTRUCTION CO

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11220	R-68931	$ 1,495.38	6/18/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A A Wiklander
ACCOUNTING DIVISION

Specified Completion Date: July 31, 1953

Time Extensions: None

Completion Date: April 8, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-30-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

6-30-53 g

Warrant Mailed: JUN 30 1953

A A Wiklander

RECEIVED
JUN 3 - 1953
FOR FILING

2

3824

June 1, 1953

General Casualty Company of America
J. C. Finlay, Agent
209 S. W. Fourth Ave.
Portland, Oregon

Gentlemen:

State Highway Contract No. 3824 for rock production on the Juntura-Harper Section of the Central Oregon Highway in Malheur County was completed by the contractor, N.A. Toole Construction Co., on April 8, 1953 but has not as yet been accepted by the Commission.

Final payment in the amount of $1,495.38 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $29,885.86, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

6-1-53

RECEIVED
MAY 13 1953
FOR FILING

May 13, 1953

General Casualty Company of America
J. C. Finlay, Agent
209 S. W. Fourth Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to N. A. Toole Construction Co. in connection with contract No. 3824, for rock production on the Juntura-Harper Section of the Central Oregon Highway, Malheur County.

This payment, in the amount of $1,524.85, will be released to the contractor on or after May 23, 1953. The retained percentage is $878.06.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

~~Floyd Query, Acting~~-Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD
5-13-53

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 10, 1953

Section Harper-Juntura

Highway Central Oregon

Contractor N.A. Toole Constr. Co.

Date of contract November 24, 1952

Date work started February 16, 1953

Amount of contract $ 28097

Kind of work Rock Production

Section prefix 23-8312

Contract number 3824

Date of completion July 31, 1953

Estimated date of completion , 19

Per cent of time elapsed 56 %

Estimated cost of completed project, exclusive of engineering $ 29226.50

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1450.00, 64 %

Date project was completed April 8, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

N.A. Toole completed this project on Wednesday April 8, all stock piles are remeasured.

Estimate will be submitted next week.

NOTED
H. G. SMITH

NOTED
FORREST COOPER

RECEIVED
APR 13 1953
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed L. C. Johnson

Address Box 402 Ontario, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			33.93		
Miles partially completed					
Miles completed			33.93		
Total estimated quantities			8450		
Estimated quantities moved or placed to date			8713		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			9		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 2, Sheep-foot rollers ...., Truck 1, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Cloudy		
Tuesday	•		
Wednesday	•		
Thursday	•		
Friday	•		
Saturday			

RECEIVED
FOR FILING

23-X31

[illegible]

January 23, 1953

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3824, which was awarded to you on November 24, 1952 by the State Highway Commission, for rock production on the Juntura-Harper Section of the Central Oregon Highway in Malheur County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.1

RECEIVED
FOR FILING

[illegible]

[illegible]

November 26, 1952

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

The State Highway Commission on November 24, 1952 awarded to you State Highway Contract No. 3824 for the Juntura- Harper Rock Production Project on the Juntura-Harper Section of the Central Oregon Highway in Malheur County. This award was based on your bid of $28,097.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.

cc H. G. Smith
S. H. Probert
SIAC W. M. Franzwa

24-1615 Twelfth St. connection traffic 1 [illegible]
lights South of Salem.
43325

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 17, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3825	3-final	TROWBRIDGE & FLYNN ELEC. CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13587	B-71416	$ 509.15	July 15, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: March 31, 1953

Time Extensions: To May 16, 1953 without penalty

Completion Date: May 15, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: Aug. 10, 1953

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: a a Wicklander

NOTED ON CARD

RECEIVED
JUL 10 1953
FOR FILING

34-1165
3725

July 10, 1953

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Bldg.
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3825 for installing traffic lights on the 12th Street Connection on the Pacific Highway at Salem, Marion County, was completed by the contractor, Trowbridge & Flynn Electric Co., on May 15, 1953 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $509.15 will be released to the contractor after acceptance of the contract by the Commission. The total contract amount is $5,990.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Robinson, Potter & Shepherd
U. S. National Bank Bldg.
Medford, Oregon

NOTED ON CARD
[illegible] 53

RECEIVED
1953
FOR FILING

34-16

382-

April 16, 1953

Trowbridge & Flynn Electric Co.
214 West Main St.
Medford, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on April 8, 1953, had under discussion your request for an extension of time of 60 days, from March 16 to May 16, 1953, within which to complete your contract No. 3825 for installing traffic lights on 12th Street Connection at Salem on the Pacific Highway, Marion County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: J. D. Walker,
Division Engineer

Haven Nutting,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
4-16-53 g

RECEIVED
1953
FOR FILING

24-1405

3385

March 25, 1953

Request for extension of time
No. 12
April 8 and 9 meeting

State Highway Commission

Gentlemen:

Re: Twelfth Street Connection Traffic
Lights, Contract 3385
Trowbridge & Flynn Electric
Company, Contractor

Herewith a request for an extension of time from March 31, 1953 to May 16, 1953 for the completion of the work on the installation of the Twelfth Street connection traffic lights.

The contractor substituted a different type of luminaire in the lighting from that specified in the contract. The material substituted does not meet with our approval, and the contractor is replacing the luminaires with those called for in the contract. These are not in stock locally and have been ordered from the factory. The work is complete with the exception of these fixtures.

It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

RECEIVED
DEC 30 1952
FOR FILING

24-1605

3825

December 29, 1952

Trowbridge & Flynn Electric Co.
214 West Main St.
Medford, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3825, which was awarded to you on November 24 by the State Highway Commission, for Twelfth Street Connection Traffic Lights south of Salem on the Pacific Highway in Marion County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
[illegible]
FOR FILING

34-1605

[illegible]

November 26, 1952

Trowbridge & Flynn Electric Co.
214 West Main Street
Medford, Oregon

Gentlemen:

The State Highway Commission on November 24, 1952 awarded to you State Highway Contract No. 3825 for construction of automatic traffic control signals at the Twelfth Street Connection South of Salem in Marion County. This award was based on your bid of $5,990.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

el
encl.
cc W. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franzwa

RECEIVED
OCT 7 - 1952
FOR FILING

FORM E-30X 25M 11-50 44702

3823

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 3, 1952

SUBJECT: Twelfth Street Junction
South of Salem

To: Mr. J. D. Walker

NOTE
W. C. WILL

Further discussion has been had this day by Mr. Williams with regard to the delineation of the island on the above-indicated job, and decision is to delineate this island with sight posts reflectorized. These posts should be on 5' centers to preclude any use of the island area for storage of vehicles.

F. B. Crandall
F. B. Crandall
Traffic Engineer

FBC:ws

cc: W. C. Williams ✓

RECEIVED
1952
FOR FILING

[illegible]
Traffic
Lights-[illegible]

South 12th St.
Salem

Cross Referenced To:
[illegible]
[illegible] Sig.
[illegible]

August 25, 1952

Mr. J. L. Franzen, City Manager
City Hall
Salem, Oregon

Dear Mr. Franzen:

I thought that you would like to know that the State Highway Commission at its meeting last week authorized improvement of the junction of South 12th Street with US 99E south of Salem so as to eliminate the existing hazards at this point.

It is proposed to install a suitable traffic signal at the intersection with overhead illumination and some channelisation to correct the existing conditions which obtains by reason of the joining of these two roads at a very flat angle.

The work is estimated to cost about $12,500 and I believe that it is scheduled for undertaking sometime this year.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

RECEIVED

FOR FILING

FORM E-30X 15M 1-52 59419

[illegible]
Traffic Safety
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 25, 1952

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. J. D. Walker
Division Engineer
Office

Dear Sir:

Herewith a map showing the treatment of the intersection of South Twelfth Street and 99E. While this map has no curve data, it should give you enough information so that the grading and surfacing, which we are to do, can be laid out. Mr. Williams has approved the doing of this grading and surfacing by state forces. The signalization and illumination will be done under contract, which we will prepare.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:cb

cc W. C. Williams
F. B. Crandall

Enclosures

RECEIVED
FOR FILING

August 11, 1952

Oregon State Highway Commission

Gentlemen:

We have had many complaints in the past two years relative to hazardous conditions in the vicinity of 12th Street junction just south of Salem. This is the junction of US99E with the 12th Street truck route through Salem.

Traffic at this intersection is now approximately 7,500 vehicles daily, of which approximately 3,400 utilize the truck route. The intersection is on a very flat angle a[illegible] makes a very bad situation for vehicles entering the highway from the truck route.

During the period January 1, 1946 to date there have been 64 accidents at this intersection, with a general increase each year. These accidents have resulted in three fatalities and 24 personal injuries, which is a severe accident experience record. We have made an extended study of this intersection and believe it highly desirable to install a traffic signal, overhead illumination, and some channelization to correct the existing conditions. The estimated cost is $12,500.

I will have a plan of the proposed work at the meeting, and I recommend your approval. We have funds available for this work in our 1952 approved betterment budget under the item "Channelization."

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. W. Stiffler
Mr. F. B. Crandall
Mr. C. H. Maison

WCW:me 1g

FORM E-123X 37,500 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

416

August 11, 1952

Oregon State Highway Commission

[illegible]

Gentlemen:

We have had many complaints in the past two years relative to hazardous conditions in the vicinity of 12th Street junction just south of Salem. This is the junction of US99E with the 12th Street truck route through Salem.

Traffic at this intersection is now approximately 7,500 vehicles daily, of which approximately 3,400 utilize the truck route. The intersection is on a very flat angle and makes a very bad situation for vehicles entering the highway from the truck route.

During the period January 1, 1946 to date there have been 64 accidents at this intersection, with a general increase each year. These accidents have resulted in three fatalities and 24 personal injuries, which is a severe accident experience record. We have made an extended study of this intersection and believe it highly desirable to install a traffic signal, overhead illumination, and some channelization to correct the existing conditions. The estimated cost is $12,500.

I will have a plan of the proposed work at the meeting, and I recommend your approval. We have funds available for this work in our 1952 approved betterment budget under the item "Channelization."

Very truly yours,

R. H. Baldock
State Highway Engineer

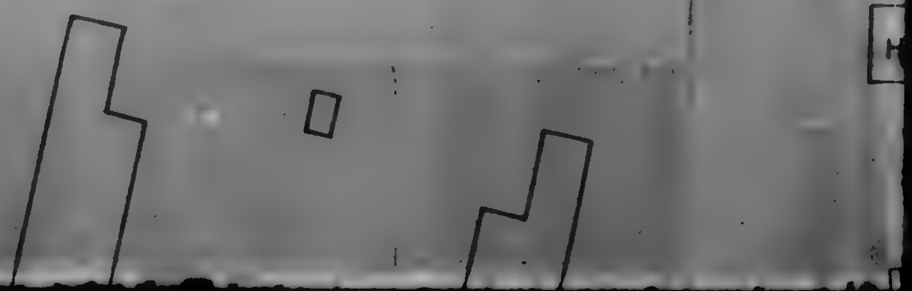
(MAP)

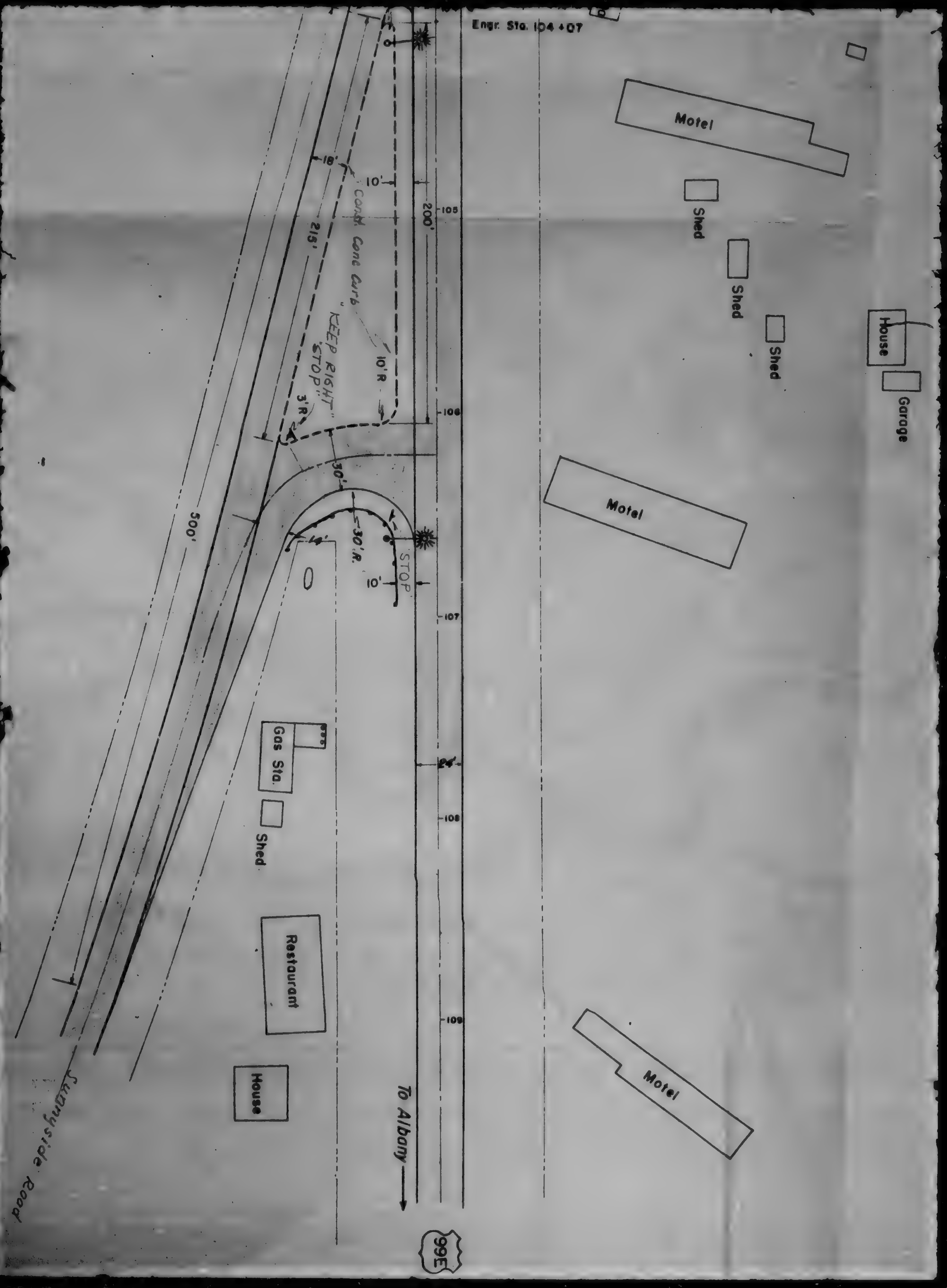
S+C

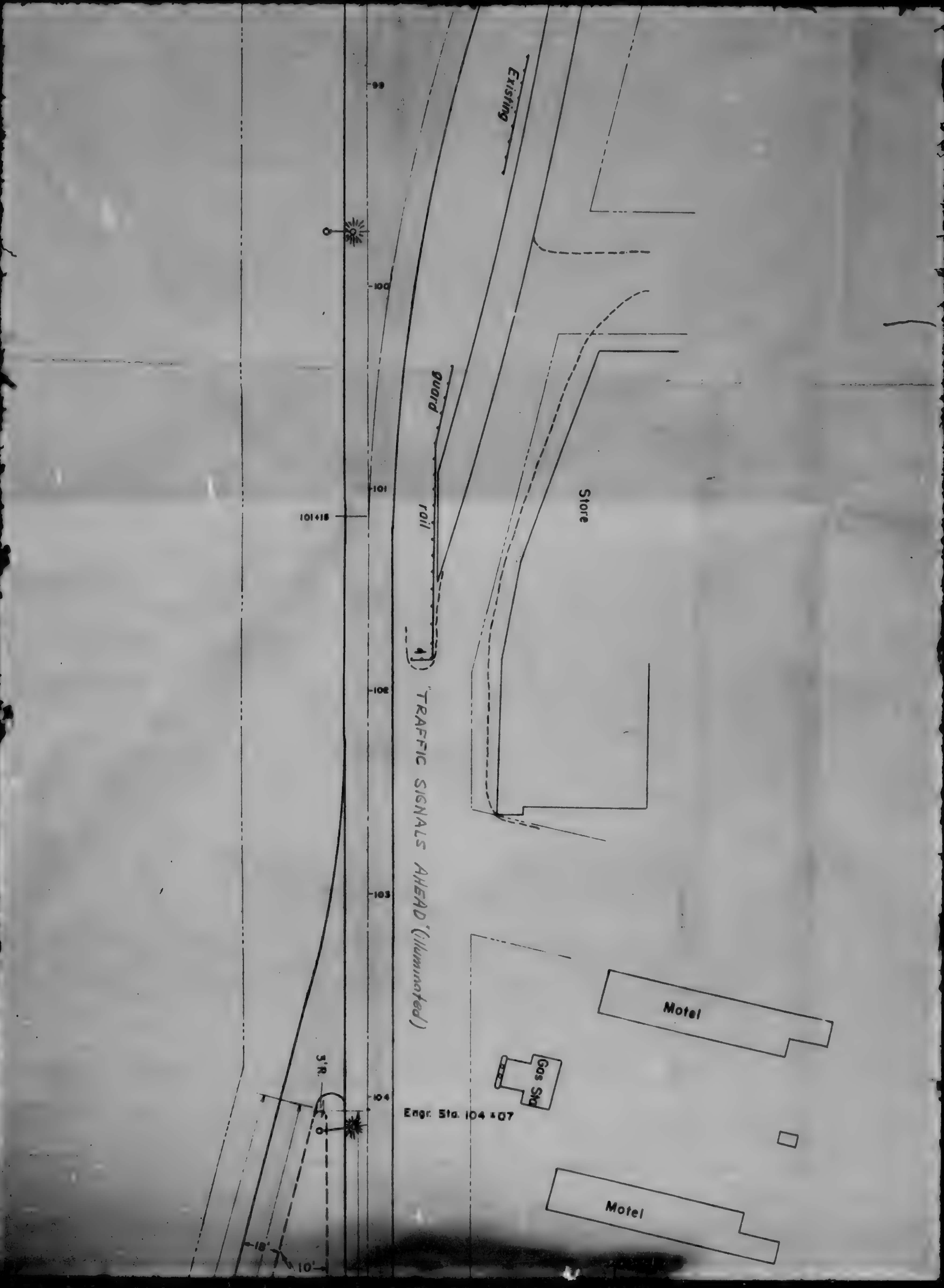
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION

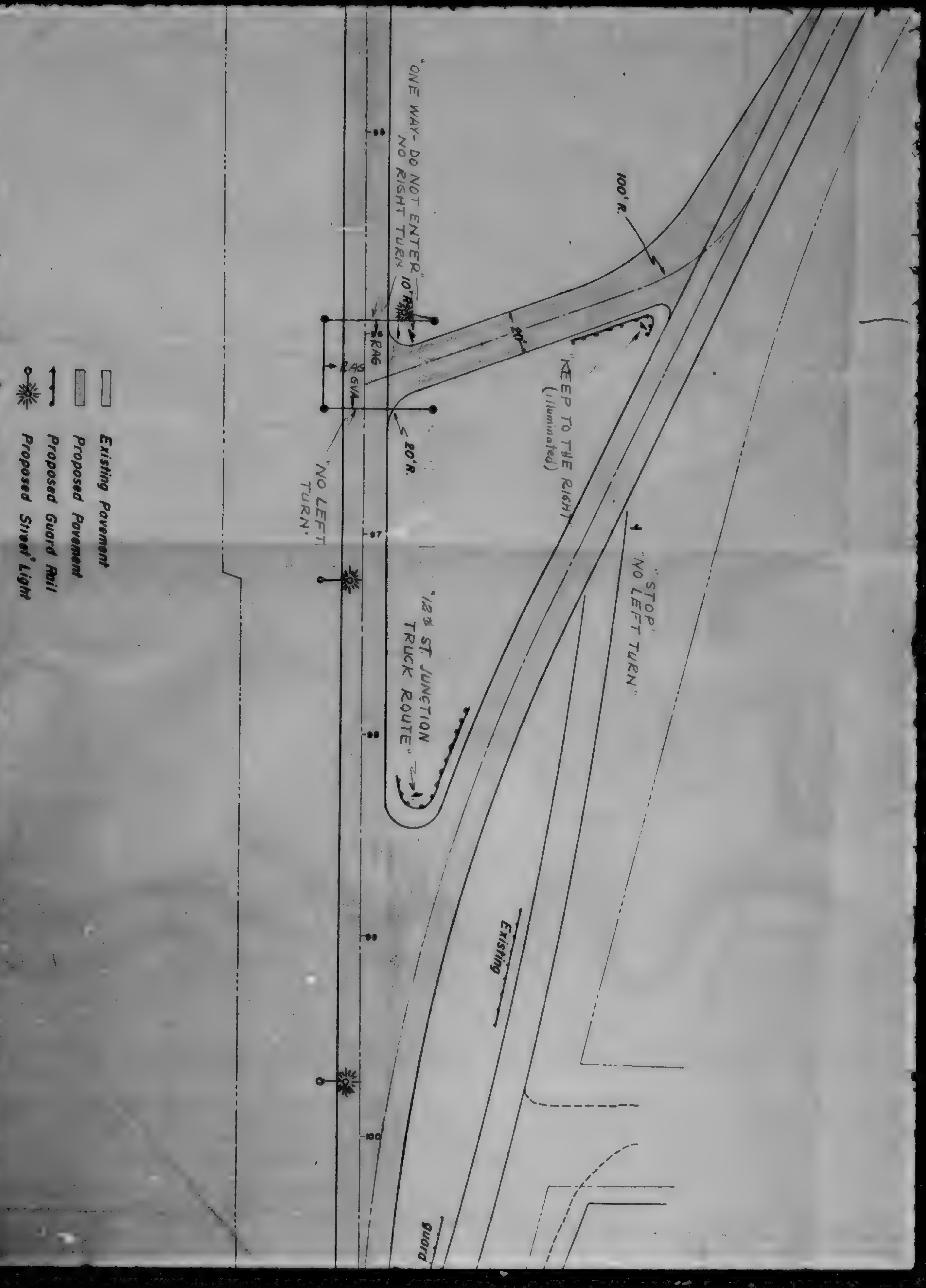
PROPOSED INTERSECTION TREATMENT

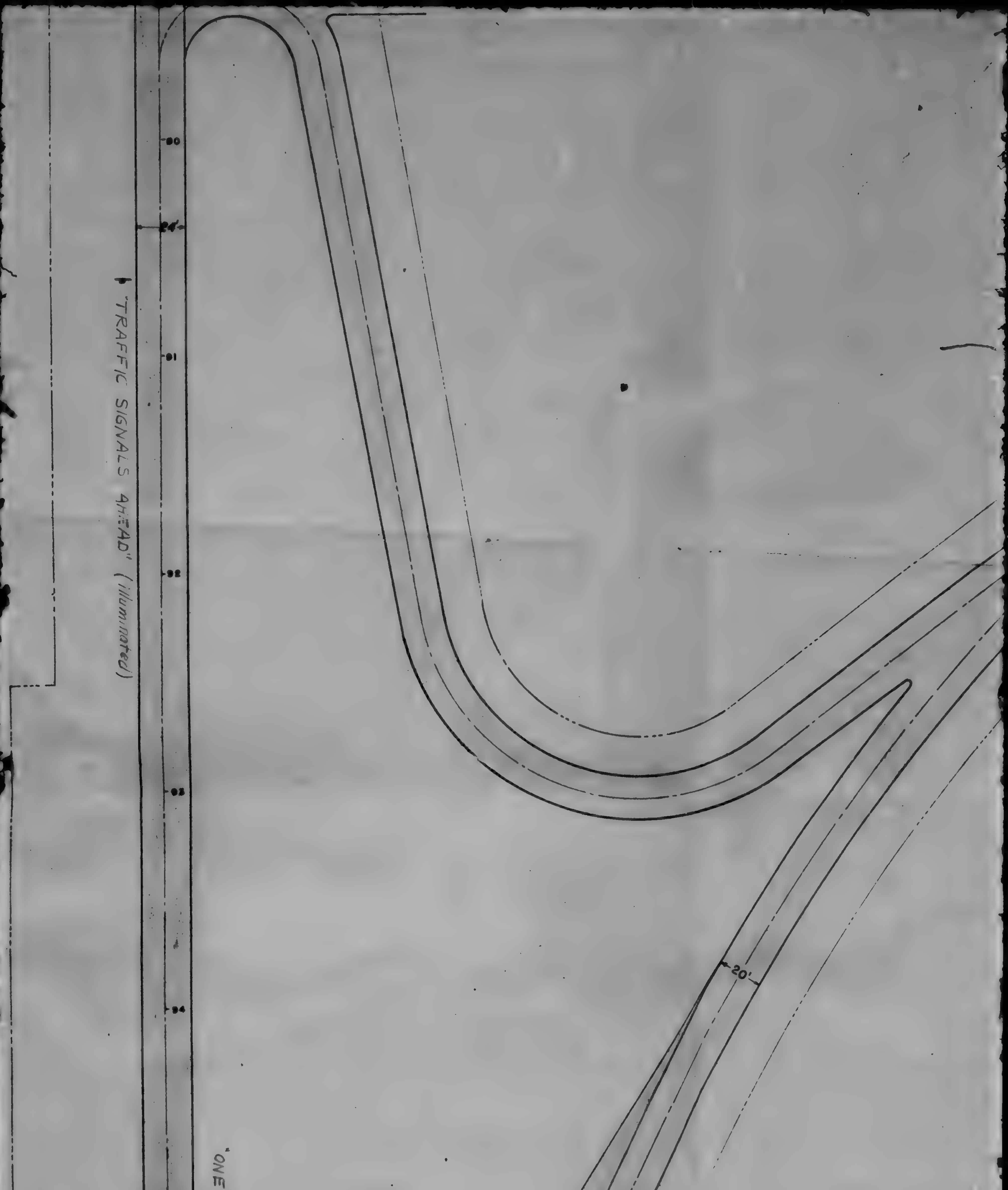
PACIFIC HIGHWAY EAST at 12 th ST. JUNCTION (SOUTH of SALEM)
US99E HWY. No. 1E MP 55.42
MARION COUNTY
SCALE: 1"=50' MAY, 1952



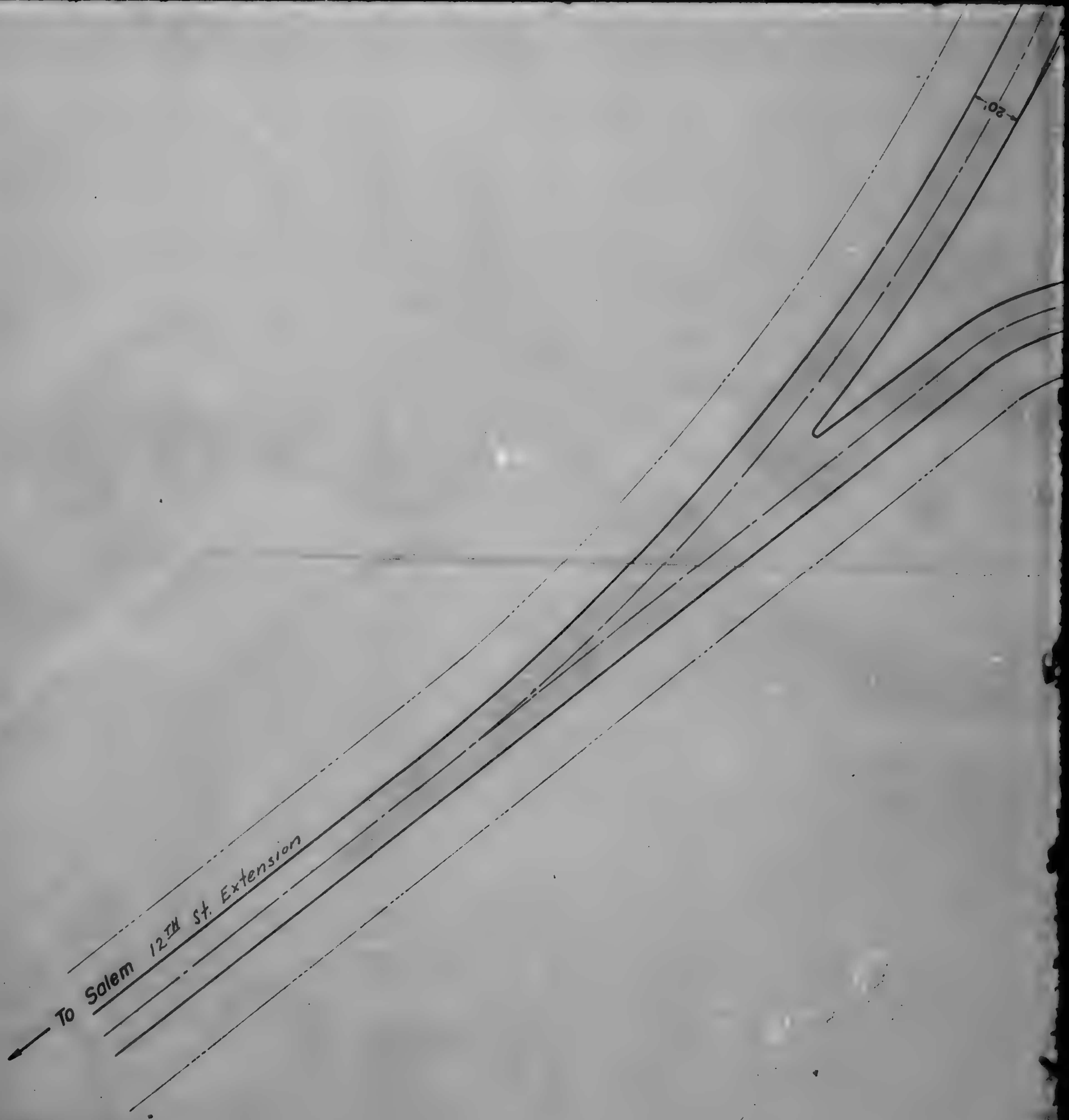

Engr. Sta. 104+07
Motel
Shed
Shed
Shed
House
Garage
Motel
Motel
18'
10'
200'
105
Const. Conc. Curb
215'
"KEEP RIGHT"
"STOP"
10'R
3'R
106
30'
30'R
500'
14'
STOP
10'
107
Gas Sta.
Shed
24'
108
Restaurant
109
House
To Albany
99E
Sunnyside Road

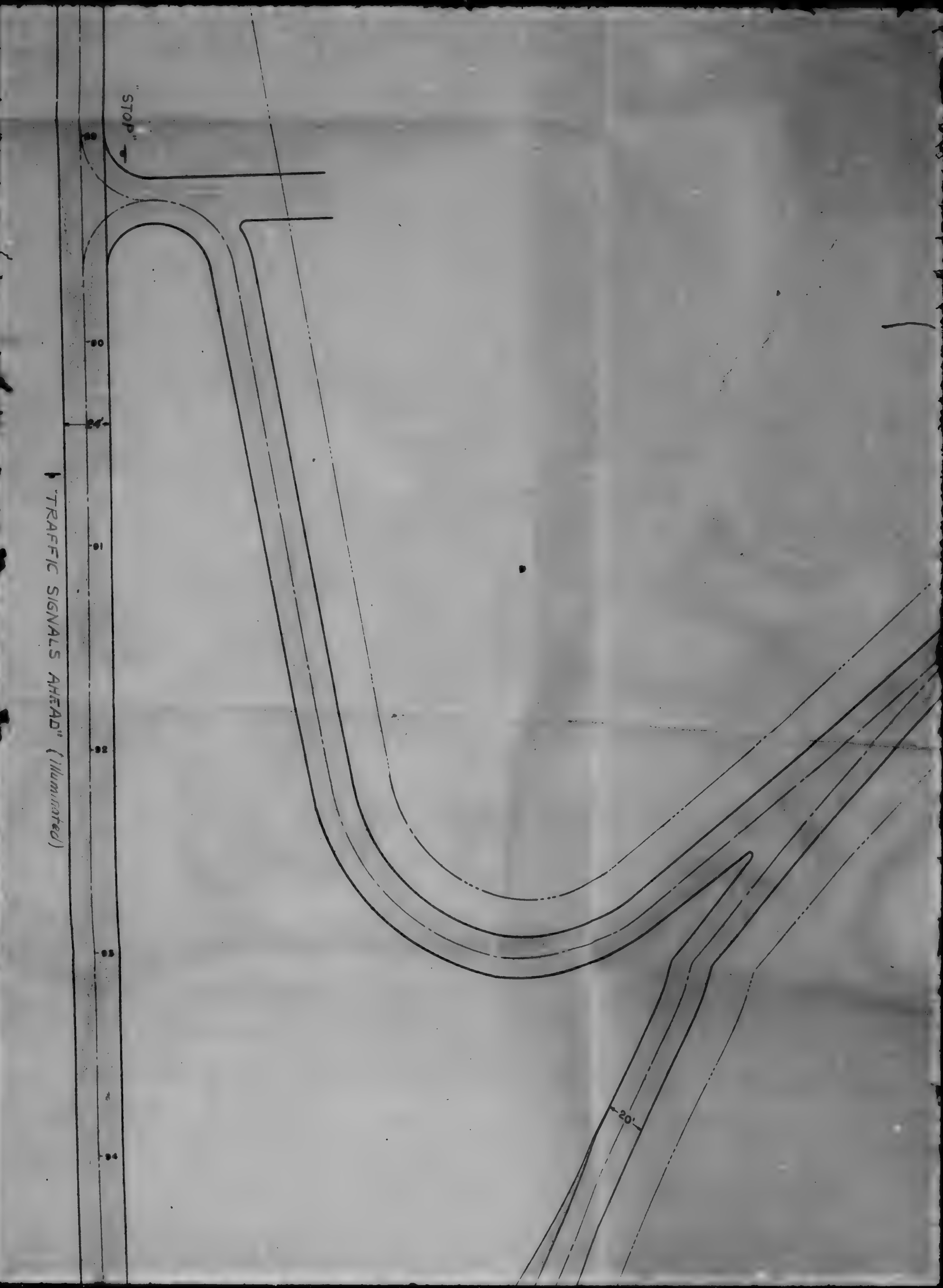

99
Existing
100
guard
rail
101
101+15
Store
102
"TRAFFIC SIGNALS AHEAD" (illuminated)
103
Motel
Gas Sta
3'R.
104
Engr. Sta. 104+07
Motel
18'
10'

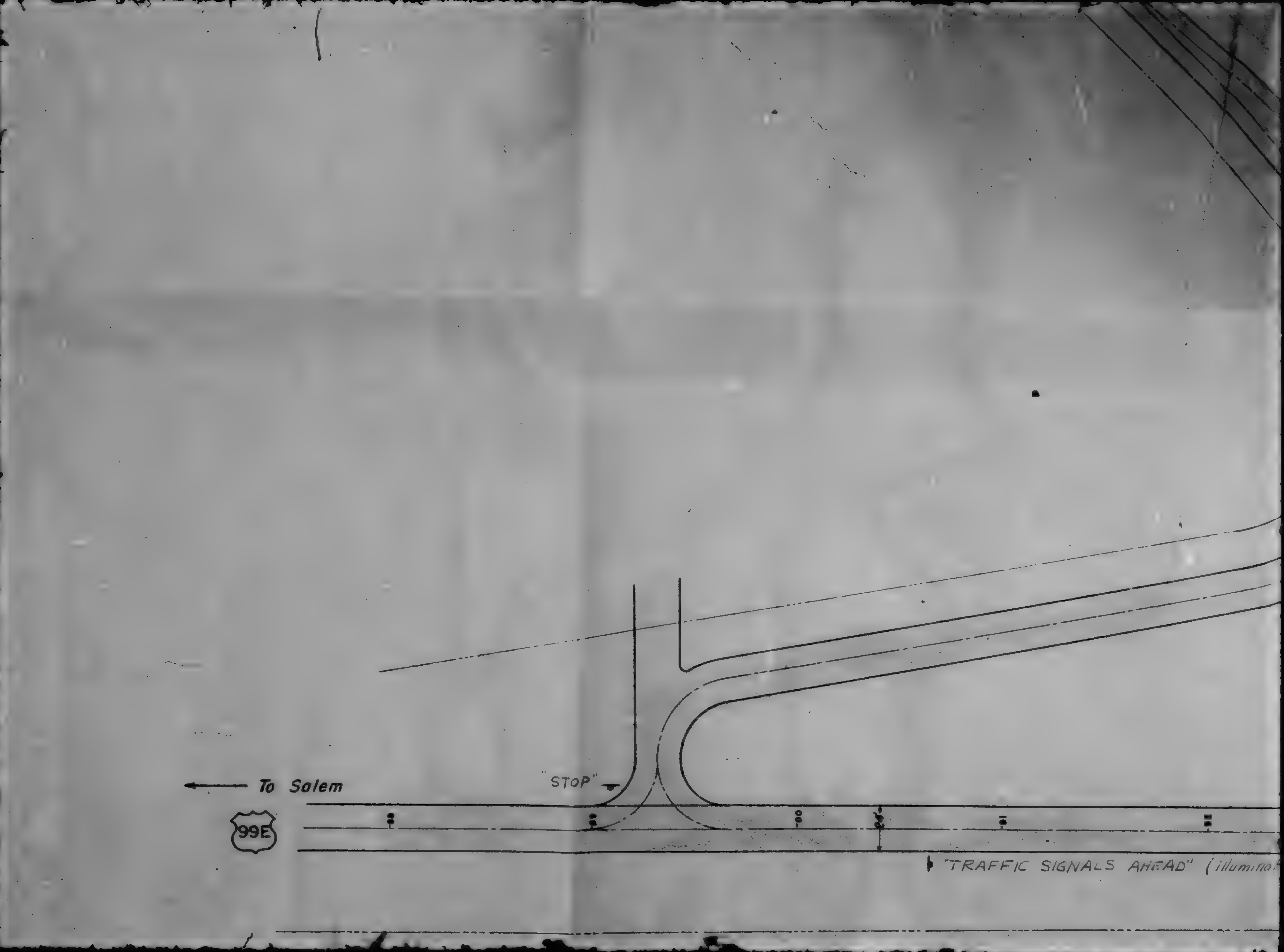

"ONE WAY-DO NOT ENTER"
"NO RIGHT TURN"
10'R.
100'R.
20'
"KEEP TO THE RIGHT"
(illuminated)
RAG
GVA
20'R.
"NO LEFT TURN"
"STOP"
"NO LEFT TURN"
"12½ ST. JUNCTION TRUCK ROUTE"
Existing
Guard
96
97
98
99
100
Existing Pavement
Proposed Pavement
Proposed Guard Rail
Proposed Street Light



"TRAFFIC SIGNALS AHEAD" (illuminated)
"ONE WAY- DO NOT ENTE
NO RIGHT TUR
100' R.


20'
To Salem 12TH St. Extension

"STOP"
"TRAFFIC SIGNALS AHEAD" (Illuminated)


To Salem
99E
"STOP"
"TRAFFIC SIGNALS AHEAD" (illumina

BFI-323(5) Arata Rd. Interch. Sec., 1952
T.H. Banfield Exp.
#3826

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 5, 1954

(CONTRACT NO.) EF1-[illegible](-)	(EST. NO.)	(CONTRACTOR)	
3826	8-final	ROGERS CONSTR. CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1951	R*86794	$ 1,625.85	2/4/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A.A. Wiklaud
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: None

Completion Date: Oct. 14, 1953

Date Accepted: Oct. 29, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-9-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

A.A. Wiklander

RCRD ON CARD
[illegible]-9-[illegible]

RECEIVED
FOR FILING

HF1-[illegible]

3826

January 26, 1954

Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway contract No. 3826 for work performed on the Arata Road Interchange of the T. H. Banfield Expressway in Multnomah County was completed by the contractor, Rogers Construction Company, on October 14, 1953 and was formally accepted by the Highway Commission on October 29, 1953.

Final payment in the amount of $1,625.85 will be released to the contractor on or after February 5, 1954. The total contract amount is $53,027.25, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performace of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

do
cc: Pallett, Fisher & Carlo, Inc.,
US National Bank Bldg.,
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JAN 1 9 1954
FOR FILING

EF1-

3826

January 19, 1954

Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction Co. on contract No. 3826, for grading and paving on the Arata Road Interchange on the T. H. Banfield Expressway in Multnomah County.

This payment, in the amount of $3,721.18, will be released to the contractor on or after January 29, 1954. The retained percentage is $1,589.73.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

1-19-54

Form E-1—1656

OREGON STATE HIGHWAY DEPARTMENT

[illegible]

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 17, 1953, 19

Section Arata Road Interchange

Kind of work Grading and paving

Highway T.H. Banfield Expressway

Section prefix 26-1019

Contractor Rogers Const. Co.

Contract number 3826

Date of contract 11-24-52, 19

Date of completion 10-31-53, 19

Date work started 4-6-53, 19

Estimated date of completion 10-31-53, 19

Amount of contract $ 68,902.08

Per cent of time elapsed 95.89 %

Estimated cost of completed project, exclusive of engineering $ 68,902.08

Per cent of contract completed, based on total contract price 95.36 %

Engineering cost to date $ 5,806.02, 110 %

Date project was completed Oct 14, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work on this job completed this week, work on final estimate in progress.

NOTED
FORREST COOPER

Signed D J Barbee D.J. Barbee, Res. Engr.

Address P. O. Box 4699, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.20	0.20			0.20
Miles partially completed	0.20	0.20			0.20
Miles completed	0.20	0.20			0.20
Total estimated quantities	28,000	10,000			2,500 tons
Estimated quantities moved or placed to date	25,000	10,000			2,280 tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Cloudy		
Saturday			

State Printing

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OCT 21 1953
FOR FILING

[illegible]

[illegible]

October 16, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 14, 1953 on Contract No. 3826, Arata Road Interchange Section in Multnomah County, in connection with Federal Aid Project No. FI-323 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

c.c.: John Cattrall

R

RECEIVED
APR 10 1953
FOR FILING

BFI-323(5)

April 9, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 6, 1953 on Contract No. 3826, Arata Road Interchange Section, in connection with Federal Aid Project No. BFI-323 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

MCW:gs

R

RECEIVED
DEC 30 1952
FOR FILING

BF1-3[illegible] (5)

December 29, 1952

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith fully executed copies of two contracts which were awarded to you by the State Highway Commission on November 24, 1952, as follows:

Contract No. 3823, covering the Madras Rock Production Project on the Warm Springs, The Dalles-California, Madras-Prineville and Culver Highways in Jefferson County.

Contract No. 3826, for grading and paving on the Arata Road Interchange Section on the T. H. Banfield Expressway in Multnomah County.

An executed copy of each of the above contracts is also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
DEC 16 1952
FOR FILING

FORM E-30 37,900 4-52 [illegible]

31-323 (8)

2152

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 2, 1952

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Under date of October 23rd you wrote requesting an estimate of cost for the construction of an access road for east bound traffic to the old Columbia River Highway near Sundial Road. This estimate was to be based on the plan as discussed on our recent inspection trip of this section.

The estimate of cost requested was submitted to the construction department on October 31st, and this job was included in the recent Arata Road approach project on which bids were recently taken by the commission. Your file on this matter is returned herewith.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.

RECEIVED
1952
OREGON
STATE HIGHWAY COMMISSION

Salem, Oregon
October 23, 1952

Mr. A. G. Skelton

Please submit an estimate of cost for the construction of an access road for eastbound traffic to the old Columbia River Highway at Sun Dial Road, this estimate to be based on the plan as discussed during the inspection trip on which you accompanied Mr. Baldock and me last Tuesday.

For your information, I attach correspondence relative to this matter, which you will please return with your report.

W. C. Williams

WCW:me

Encl.

cc Mr. H. G. Smith

7

SUMMARY SHEET
TROUTDALE CONN. ARATA ROAD UNIT
T. H. BANFIELD EXPRESSWAY

10-30-52

NOTE: These quantities are in addition to those of estimate dated 10-10-52

Item	Unit	Net	Allowance	Total	Unit Price	Amount
1. Clearing & Grubbing	All				250.00	$ 250.00
2. Structural Excavation	Cu.Yd.	11	1	12	3.50	42.00
3. General Exc. Uncl.	Cu.Yd.	563	57	620	0.80	49.60
4. Finishing Roadbed & Slopes	Mile	-	-	-	-	-
5. Founding Cutbanks	Lin.Ft.	200	20	220	0.20	44.00
6. 12" Concrete Pipe	Lin.Ft.	60	6	66	2.00	132.00
7. Adjusting Manholes	Each	1	-	1	40.00	40.00
8. Concrete Curb	Cu.Yd.	5	1	6	60.00	360.00
9. Concrete Sight Posts	Each	4	1	5	10.00	50.00
10. Metal Guard Rail	Lin.Ft.	175	20	195	3.50	682.50
11. 3"-0" Material in Base & Shoulders	Cu.Yd.	909	91	1,000	1.75	1,750.00
12. 3/4"-0" Material in Base & Shoulders	Cu.Yd.	69	7	76	3.25	247.00
13. Sprinkling	M-Gal.	1	1	2	3.00	6.00
14. 3/4"-0" Material in Binder Course	Cu.Yd.	8	1	9	4.00	36.00
15. RC-3 Asph. in Binder Course	Ton	2	-	2	38.00	76.00
16. Cl. "B" Asphaltic Concrete	Ton	129	13	142	7.00	994.00
18. RS-1 Emulsified Asph. in Seal Coat	Ton	1	-	1	40.00	40.00
19. Aggregate in Seal Coat	Cu.Yd.	4	1	5	5.00	25.00
		Total				$4,824.10
		12½% Engineering and Contingencies				603.01
		Total				$5,427.11

FORM E-123X 25M 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. D. Hewitt, Chairman
Troutdale Lions Club
Troutdale, Oregon

Dear Mr. Hewitt:

This will acknowledge your letter of September 16, 1952 in which you ask the State Highway Commission to give consideration to the construction of a one-way road for east bound traffic between the intersection of the Columbia River Highway (US 30) and the Banfield Expressway to a connection with the Scenic Columbia River Highway just west of Troutdale.

I am referring your letter to the State Highway Engineer, Mr. R. H. Baldock, for report to the State Highway Commission. When action has been taken in the matter, I will advise you further.

Respectfully yours,

HBGlaisyer

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners ✓
R. H. Baldock ✓

NOTED
W. C. WILLIAMS

REFERRED TO
Williams
By State Highway Engineer

Please advise me.

RECEIVED
SEP 2[illegible] 1952
OFFICE OF
STATE HIGHWAY ENGINEER

COPY

Troutdale Lions Club

Troutdale, Oregon

September 16, 1952.

Oregon State H ghway Commission
State Highway Building
Salem, Oregon.

Gentlemen:

We are a committee of the Troutdale Lions Club, Troutdale, Oregon.

We ask that consideration be given to the following proposition.

"That a one way road for east bound traffic be made at the intersection of the Columbia River Highway (U.S. 30) and the new Banfield Expressway, connecting with the scenic Columbia River Highway just west of Troutdale."

This plan has been given much consideration and no logical objections appear against the plan that we propose. The cost would be insignificant and the benefits to this community and to this area would be very considerable.

If properly marked, there should be no hazard from west bound traffic since the approach to the Banfield Expressway is about one half mile. Along this road there could be sufficient reminders that anyone, who might inadvertantly enter it, would be impressed that he was traveling against traffic on a one way road.

All persons as far east as Dodson are vitally interested in this project. Every member of the Troutdale Lions Club is a tax payer. Many persons in the area have been disposessed of economic returns on substantial investments and business enterprises, by the relocation of Highway 30. They have been placed in the position of paying taxes for the support of that which disposesses them of a means of livlihood.

We believe in and desire progress. We believe that the progress of our community and the progress of all of eastern Multnomah County is definitely an asset to the state. We believe that our community will be definitely benefited by the proposal that we are making. We believe that this progress can be achieved without any sacrifice to any other portion of the state or to the standards that your commission maintains.

This would restore to a considerable group of persons a portion of the loss resulting from the re-location of Highway 30.

COPY

Sincerely yours,

(signed)
R. D. Hewitt, Chairman.

RECEIVED
FOR FILING

071-[illegible]-10

3126

November 26, 1952

Regers Construction Co.
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on November 24, 1952 awarded to you State Highway Contract No. 3826 for grading and paving on the Arata Road Interchange Section of the T. H. Banfield Expressway in Multnomah County. This award was based on your bid of $61,435.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.
cc H. G. Smith
S. H. Probert
SIAC W. M. Franzwa

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

November 24, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-323 (5), Arata Road Interchange Section, T. H. Banfield Expressway, to Rogers Construction Co., low bidder in the amount of $61,435.00 at the November 24, 1952 bid opening.

Very truly yours,

C. G. POLK
District Engineer

By A. F. Bester
A. F. BESTER
Highway Engineer

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[illegible] 1952
STATE HIGHWAY COMMISSION

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FOR FILING

OREGON DISTRICT
BFI 323(5)
3824

871-3

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 7, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-323(5) Arata Road Interchange Section of the T. H. Banfield Expressway in Multnomah County, have today been recommended for approval subject to such changes asmay be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

CGPolk
C. G. Polk
District Engineer

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NOV 1952
FOR FILING

October 28, 1952

Mr. E. D. Hewitt, Chairman
Troutdale Lions Club
Troutdale, Oregon

Dear Sir:

Reference is made to your letter of September 16, in which you request that a one-way road for eastbound traffic be made at the intersection of the old Columbia River Highway and the Banfield Expressway west of Troutdale.

We have made an investigation and have determined that it will be possible to make such a connection without introducing any additional hazard into the Banfield Expressway and are preparing plans so that a one-way connection can be made and will incorporate it in a future contract. The new connection, as we are planning it now, can not be at the exact location of the crossing of the old Columbia River Highway, as this is in a deep cut, but we will make a connection starting just a short distance westward which will afford a quite satisfactory connection. We expect to include this work in the same contract as the approaches to the Arata Road Overcrossing, for which we expect to call for bids in a short time.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Ben R. Chandler
Mr. E. A. Hollinshead, Jr.
Mr. Marshall Dana
Mrs. Gertrude Jensen
Mr. W. C. Williams

WCW:me lg

RECEIVED
NOV.
FOR FILING

[illegible]

[illegible]

October 28, 1952

Mr. R. D. Hewitt, Chairman
Troutdale Lions Club
Troutdale, Oregon

Dear Sir:

Reference is made to your letter of September 16, in which you request that a one-way road for eastbound traffic be made at the intersection of the old Columbia River Highway and the Banfield Expressway west of Troutdale.

We have made an investigation and have determined that it will be possible to make such a connection without introducing any additional hazard into the Banfield Expressway and are preparing plans so that a one-way connection can be made and will incorporate it in a future contract. The new connection, as we are planning it now, can not be at the exact location of the crossing of the old Columbia River Highway, as this is in a deep cut, but we will make a connection starting just a short distance westward which will afford a quite satisfactory connection. We expect to include this work in the same contract as the approaches to the Arata Road Overcrossing, for which we expect to call for bids in a short time.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Ben R. Chandler
Mr. E. A. Hollinshead, Jr.
Mr. Marshall Dana
Mrs. Gertrude Jensen
Mr. W. C. Williams

WCW:me lg

CC: Mrs. Gertrude Jensen, Save The Columbia Gorge Committee
✓Mr. Ben Chan[illegible], Chairman, Oregon State Hwy. [illegible]mission
Troutdale Lions Club

October 17, 1952

Mr. Marshall N. Dana, Chairman
State Columbia Gorge Committee
c/o U. S. National Bank of Portland
Portland, Oregon

Dear Mr. Dana:

The work of your committee and of the Save The Columbia Gorge Committee is to be commended. The millions of dollars spent on the scenic Columbia River Highway and the millions of dollars in advertising value to this area and the state as a whole must be protected. It is the writer's belief that the work of your groups has been very effective and that your continued efforts will be of great value to the state.

There is, however, one point being overlooked by the State Highway Commission, if the information we have at hand is correct. It is our understanding that Sandy Boulevard will be dead-ended at the Sullivan's Gulch Freeway and that the old continuation of this road, which was the access to Troutdale, is to be discontinued. It is our opinion that the present access to the Columbia River Scenic Highway and the City of Troutdale is very inadequate. It is proposed that a direct one-way highway be built leading from the Sullivan's Gulch Freeway at the old Sandy road junction, taking a direct shoot into the Troutdale end of the Columbia River Scenic Highway. In this manner there would be no traffic hazard and the public travelling on the freeway would be given the impression that this was a main line highway, whereas the present access gives the appearance of a side road into an unknown territory.

We are enclosing a photostat of a rough sketch of the proposed plan and are also enclosing a copy of a letter written by the Troutdale Lions Club to the Oregon State Highway Commission covering this subject.

Any help that may be given by your groups will be sincerely appreciated and of great benefit to the State of Oregon. If you see fit, it is suggested that the Oregonian and the Journal be contacted in order to editorialize this need.

Very truly yours,

E. A. Hollinshead, Jr.
P. O. Box 3457
Portland, Oregon

EAH:jr
Encls.

NOTED
W. C. WILLIAMS

Mr. R. D. Hewitt, Chairman
Troutdale Lions Club
Troutdale, Oregon

Dear Mr. Hewitt:

This will acknowledge your letter of September 16, 1952 in which you ask the State Highway Commission to give consideration to the construction of a one-way road for east bound traffic between the intersection of the Columbia River Highway (US 30) and the Banfield Expressway to a connection with the Scenic Columbia River Highway just west of Troutdale.

I am referring your letter to the State Highway Engineer, Mr. R. H. Baldock, for report to the State Highway Commission. When action has been taken in the matter, I will advise you further.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
R. H. Baldock

TROUTDALE
LIONS
INTERNATIONAL
CLUB
LIBERTY • INTELLIGENCE • OUR • NATIONS • SAFETY
Troutdale, Oregon
Sept. 16, 1952.

Oregon State Highway Commission
State Highway Building
Salem, Oregon.

Gentlemen:

We are a committee of the Troutdale Lions Club, Troutdale, Oregon.

We ask that Consideration be given to the following proposition.

" That a one way road for east bound traffic be made at the intersection of the Columbia River Highway(U.S. 30) and the new Banfield Expressway, connecting with the scenic Columbia River Highway just west of Troutdale."

This plan has been given much consideration and no logical objections appear against the plan that we propose. The cost would be insignificant and the benefits to this community and to this area would be very considerable.

If properly marked, there should be no hazard from west bound traffic since the approach to the Banfield Expressway is about one half mile. Along this road there could be sufficient reminders that anyone, who might inadvertantly enter it, would be impressed that he was traveling against traffic on a one way road.

All persons as far east as Dodson are vitally interested in this project. Every member of the Troutdale Lions Club is a tax payer. Many persons in the area have been dispossessed of ecomonic returns on substantial investments and business enterprises, by the relocation of Highway 30. They have been placed in the position of paying taxes for the support of that which dispossesses them of a means of livlihood.

We believe in and desire progress. We believe that the the progress of our community and the progress of all of eastern Multnomah County is definitely an asset to the state. We believe that our community will be definitely benefited by the proposal that we are making. We believe that this progress can be achieved without any sacrifice to any other portion of the state or to the standards that your commission maintains.

This would restore to a considerable group of persons a portion of the loss resulting from the re-location of Highway 30.

Sincerely yours
R D Hewitt
R. D. Hewitt, Chairman.

[illegible]
H. B. GLAISYER

TROUTDALE LIONS CLUB

Troutdale, Oregon

September 16, 1952

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Gentlemen:

We are a committee of the Troutdale Lions Club, Troutdale, Oregon.

We ask that consideration be given to the following proposition.

"That a one way road for east bound traffic be made at the intersection of the Columbia River Highway (U.S. 30) and the new Banfield Expressway, connecting with the scenic Columbia River Highway just west of Troutdale."

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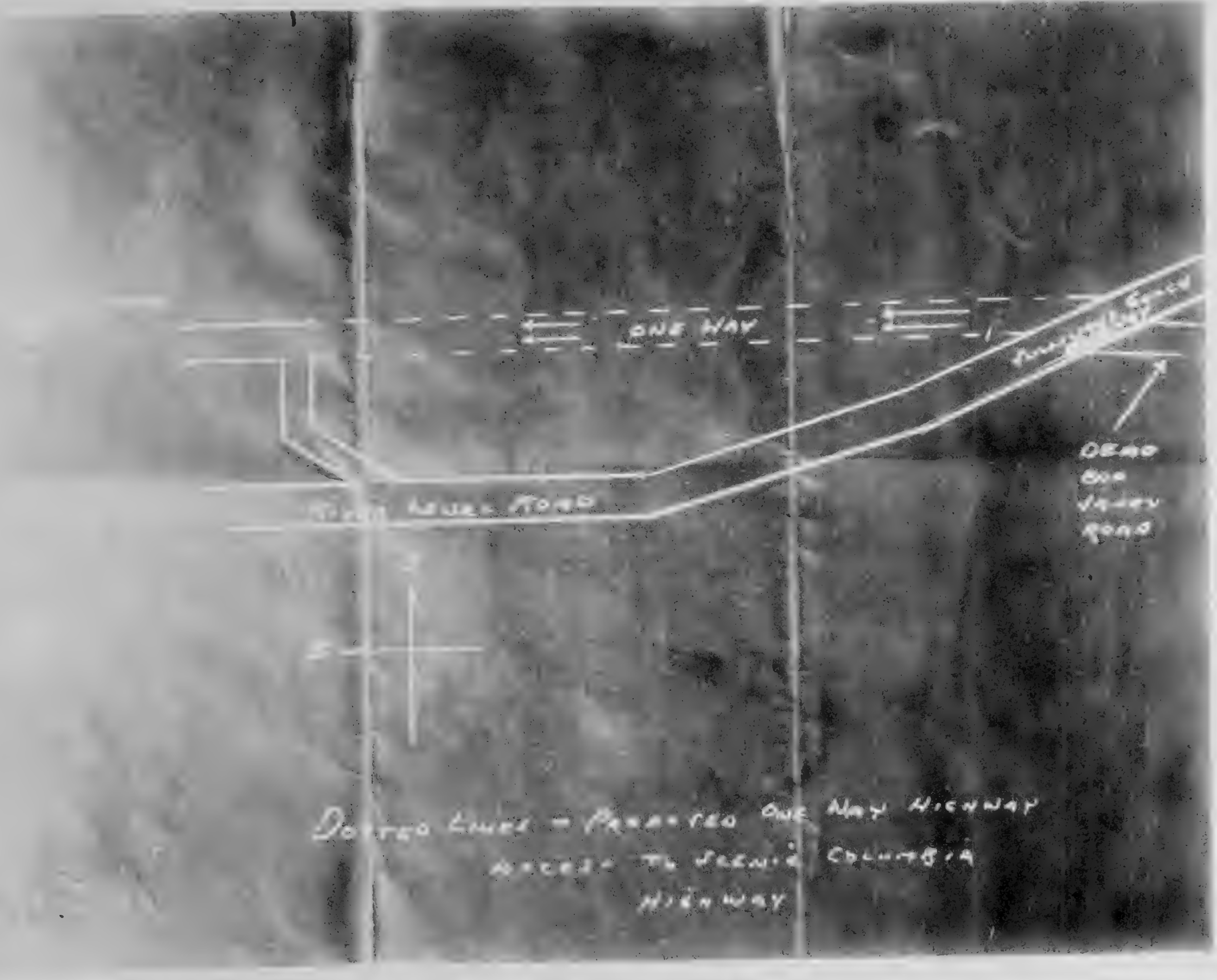
This would restore to a considerable group of persons a portion of the loss resulting from the re-location of Highway 30.

Sincerely yours,

R. D. HEWITT, Chairman



One Way
Road
Scenic Highway
Dead End Valley Road

Dotted Lines - Proposed One Way Highway
Access to Scenic Columbia
Highway

RECEIVED

FOR FILING

157A 323(5)

October 22, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The addition of Item 43, Project BFI-323(5) to the Oregon (Bond Issue) Federal-aid Primary Highway Program, Stage 2, has been approved effective October 14, 1952.

The project will appear on the program as follows:

Item No.	43
County	Multnomah
Project No.	BFI-323 (5)
Urban Route No.	U-260045
State Route No.	US-30
Termini	Roadway Approaches, Arata Road Undercrossing Interchange
Construction Cost:	
Total	$85,000
Federal Funds	52,000
State Funds	33,000
Length	0.00 mile
Character of Proposed Work	Gr., Dr., 2-lane High Type Pavement

Approval is given under the provisions of Section 5 of the Federal-aid Highway Act of 1950; and in accordance with the Division Engineer's recommendation, which follows:

"The Division Office recommendation for program approval of Item No. 43 is given with the understanding that further study will be given the desirability of obtaining additional R/W in the northwest quadrant of the proposed interchange. The purpose of such additional R/W would be to permit construction of additional ramps to eliminate the traffic conflict present in the

the proposed design, should future growth inthe area north of the express-way result in substantial increases in the traffic movement between the Expressway and the Arata Road (north)."

Very truly yours,

C. G. POLK
District Engineer

RECEIVED
[illegible]
STATE [illegible] COMMISSION

26-1020 Cereghino Haul Road Bridge 1952

#3327

RECEIVED

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 2, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3827-A	2-final	TELLER CONSTRUCTION CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10207	R-67708	$ 6,647.12	6/2/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Feb. 28, 1953

Time Extensions: to May 15, 1953

Completion Date: May 4, 1953

Date Accepted: May 18, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-3-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

By Floyd Query
Acting Secretary

A. A. Wicklander

NOTED ON CARD

RECEIVED
MAY [illegible] 1953
FOR FILING

26-[illegible]

May 22, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3827-A for constructing the Cereghino Haul Road Bridge in Multnomah County was completed by the contractor, Teller Construction Co., on May 4, 1953 and was formally accepted by the Highway Commission on May 18, 1953.

Final payment in the amount of $6,647.12 will be released to the contractor on or after June 1, 1953. The total contract amount is $15,639.02 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

~~Floyd Query, Acting~~ Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
5-22-53

RECEIVED
MAY [illegible] 1953
FOR FILING

3857

May 4, 1953

Teller Construction Company
845 N. Graham Street
Portland 12, Oregon

Gentlemen:

Reference is made to your letter of April 16 concerning additional payment for railroad insurance on the Coreghine haul road bridge.

This matter has been carefully studied by the Legal Department of the State Highway Commission, and the Chief Counsel advises that your furnishing insurance to the railroad companies on the haul road bridge was in conformance with the specifications and that there is no legal means whereby the Highway Commission can reimburse you. In later contracts a different clause is used in the specifications which does permit reimbursement for certain additional types of insurance, but this provision was not included in your contract or earlier ones.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. G. S. Paxson

WCW:me fp

Date: April 21, 1953 ASSIGNMENT No. [illegible]
By [illegible]

Description: Letter from Mr. A.S.Teller, Teller Constr. Co., 845 N. Graham St., Portland 12, Ore., 4-16-53, re policy insuring railroad companies in connection with Cereghino Haul Road Bridge Job, Contract #3827-A, and asking Hwy.Comm. pay extra premium charge of $200.

Acknowledged by _____ Referred to Mr. G. S. Paxson ____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for Mr. R. H. Baldock ________ Signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed [illegible] Report received ________

Remarks:

Oregon State Highway Commission
Salem,
Oregon

NOTED
W. C. WILLIAMS

Attention: Mr. R. H. Baldock

Gentlemen:

We are writing you in regard to policy written for us by General Casualty Company insuring Oregon-Washington Railroad and Navigation Company and Union Pacific Railroad Company and Western Union Telegraph Company. The policy was written in connection with the Cereghino Haul Road Bridge job, T. H. Banfield Expressway Contract #3827-A. In accordance with page three, paragraph five of the special provisions for Cereghino Overcrossing, we are requesting that the State Highway Commission pay the excess premium charged due to the inclusion for coverage of railroad property. Had this property not been included, the premium charge would have been only $150.00 rather than the $350.00 actually charged. Therefore, we are requesting that the Highway Commission pay $200.00.

Yours very truly,

TELLER CONSTRUCTION COMPANY

A. S. Teller

AT:pm

APR [illegible] 1953

PLEASE RETURN TO
W. C. WILLIAMS

TELLER CONSTRUCTION CO.

845 N. GRAHAM STREET
PORTLAND 12, OREGON
Telephone: WEbster 2295

[redacted]
Office: BEacon 7476 - ATwater 6444
[redacted]
PORTLAND 4, OREGON

April 16, 1953

Oregon State Highway Commission
Salem,
Oregon

NOTED
W. C. WILLIAMS

Attention: Mr. R. H. Baldock

Gentlemen:

We are writing you in regard to policy written for us by General Casualty Company insuring Oregon-Washington Railroad and Navigation Company and Union Pacific Railroad Company and Western Union Telegraph Company. The policy was written in connection with the Cereghino Haul Road Bridge job, T. H. Banfield Expressway Contract #3827-A. In accordance with page three, paragraph five of the special provisions for Cereghino Overcrossing, we are requesting that the State Highway Commission pay the excess premium charged due to the inclusion for coverage of railroad property. Had this property not been included, the premium charge would have been only $150.00 rather than the $350.00 actually charged. Therefore, we are requesting that the Highway Commission pay $200.00.

Yours very truly,

TELLER CONSTRUCTION COMPANY

A. S. Teller.

A. S. Teller

AT:pm

APR 1[illegible] 1953

PLEASE RETURN TO
W. C. WILLIAMS

RECEIVED
53
FOR FILING

[illegible]

3827-A

April 16, 1953

Teller Construction Co.
215 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on April 8, 1953, had under discussion your request for an extension of time of 77 days, from February 28 to and including May 15, 1953, within which to complete your contract No. 3827-A for constructing the Ceraghino Haul Road Bridge on the T. H. Banfield Expressway, Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: A. G. Skelton,
Division Engineer

J. T. Skelton,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
[illegible]

FORM 2-151X 1000 8-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
FOR FILING
36-1620

3827

April 7, 1953

4136

Cole, Clark & Cunningham
222 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. Charles H. Mather

Gentlemen:

In accordance with our telephone conversation, I am returning your invoice covering a portion of the insurance costs on the Cereghino Haul Road Bridge, Contract No. 3827-A, Teller Construction Company, contractor.

As explained to you, the contract on this project does not include the clause obligating the State to assume extra costs for insurance covering property of the railroad company and property of the telegraph company.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:cb
Enclosure
cc: W. C. Williams

FORM E-151X 1500 9-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
FOR FILING
[illegible]

3827

4136

April 7, 1953

Cole, Clark & Cunningham
222 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. Charles H. Mather

Gentlemen:

In accordance with our telephone conversation, I am returning your invoice covering a portion of the insurance costs on the Cereghino Haul Road Bridge, Contract No. 3827-A, Teller Construction Company, contractor.

As explained to you, the contract on this project does not include the clause obligating the State to assume extra costs for insurance covering property of the railroad company and property of the telegraph company.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:cb
Enclosure
cc: W. C. Williams

No. 4136
By

ASSIGNMENT

Date: **April 6, 1953**

Description: **Letter of April 3 by Charles H. Mather, of Cole, Clark & Cunningham, enclosing invoice for General Casualty Co. Manufacturers and Contractors Liability Policy LMC 61392. (Contract No. 3827A, Cereghino Haul Road Bridge job, Banfield Exp.**

Acknowledged by _____ Referred to ___**Paxson**________

Investigate and report with recommendation
xx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

Assignment executed __4-8-53__ Report received ________

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Cole, Clark & Cunningham
INDUSTRIAL INSURANCE SPECIALISTS
Cole Clark & Cunningham CCC INSURANCE

222 S. W. FOURTH AVENUE • PORTLAND 4, OREGON • CApitol 9341

April 3, 1953

PLEASE RETURN TO
W. C. WILLIAMS

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock

Gentlemen:

We enclose our invoice for General Casualty Company Manufacturers and Contractors Liability Policy LMC 61392. This policy was written at the request of the Teller Construction Company and the named insureds are Oregon-Washington Railroad and Navigation Company and Union Pacific Railroad Company and Western Union Telegraph Company. The policy was written in connection with the Cereghino Haul Road Bridge job, T. H. Banfield Expressway Contract #3827-A. In accordance with page three, paragraph five of the special provisions for Cereghino Overcrossing, we are requesting that the State Highway Commission pay the excess premium charged due to the inclusion for coverage of railroad property. Had this property not been included, the premium charge would have been only $150.00 rather than the $350.00 actually charged. Therefore, in behalf of the Teller Construction Company, we are requesting that the Highway Commission pay $200.00.

If further information is desired, please let us know.

Very truly yours,

Charles H. Mather
CHARLES H. MATHER

CHM:sk

Encl.

cc: Teller Construction Company

RECEIVED
HIGHWAY COMMISSION

RECEIVED
APR 6 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 6 1953
FOR FILING

[illegible]

[illegible]

April 3, 1953

Request for extension of time
No. 13
April 8 and 9 meeting

State Highway Commission

Gentlemen:

Re: Ceraghino Haul Road Bridge
Contract 3-27-A
Teller Construction Company,
Contractor

Teller Construction Company, contractor for the construction of the Ceraghino haul road overcrossing of the Union Pacific tracks east of Portland, requests an extension of time from February 25, 1953 to and including May 15, 1953 for the completion of the work on this contract.

Bids were received on this project on November 24, 1952. The low bidder, however, refused to accept the award, and the award was finally made on January 5, 1953 to the Teller Construction Company, who was the second low bidder.

This project requires an insurance policy satisfactory to the Union Pacific Railroad Company. Requirements of the Railroad Company are so stringent that considerable delay and negotiation was necessary before a satisfactory policy could be provided.

In view of these circumstances it is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

OSP:gm

RECEIVED
FEB 1953

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

21

3827

February 19, 1953

NOTED
W. C. WILLIAMS

Mr. F. J. Betz
Union Pacific Railroad Company
727 Pittock Block
Portland 5, Oregon

File 20004 - Cereghino Haul Road

Dear Mr. Betz:

Herewith I hand you original and one executed counterpart of agreement covering the Cereghino Haul Road on the T. H. Banfield Expressway which have been executed by the State Highway Commission.

It is requested that when the State's executed copy is returned we be furnished with eight extra copies of the exhibit attached to the agreement for distribution in this office.

Very truly yours,

C. W. ENFIELD

By
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 2

cc: Mr. W. C. Williams ✓
Mr. G. S. Paxson

January 23, 1953

Teller Construction Co.
215 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

We enclose herewith, for your files, a fully executed copy of contract No. 3827-A, which was awarded to you on January 6, 1953 by the State Highway Commission, covering Cereghino Haul Road Bridge on the T. H. Banfield Expressway in Multnomah County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 1/23, gl

D

4.a-2

C E R T I F I C A T E

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached excerpt and the resolution pertaining thereto, covering the default of Stockton and Son in connection with the contract for the construction of the Cereghino Haul Road Bridge on the T. H. Banfield Expressway in Multnomah County, as the same appears in the minutes of January 6, 1953, entered in Volume XXXVII of the minute book, wherein official acts of the said Oregon State Highway Commission are recorded, have been compared by me with the original excerpt and resolution and that the same are true and correct copies of said excerpt and resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Oregon State Highway Commission this 20th day of January, 1953.

SECRETARY
OREGON STATE HIGHWAY COMMISSION

COMMISSION MEETING OF JANUARY 6, 1953

MINUTE ENTRY

Mr. V. C. Stockton, a member of the co-partnership of Stockton and Son, consisting of V. C. Stockton and C. E. Stockton, Route 1, Box 627, Gresham, Oregon, appeared before the Commission with reference to contract awarded to the co-partnership on November 24, 1952, for construction of the Cereghino Haul Road Bridge project adjacent to the T. H. Banfield Expressway about one and one-half miles west of Fairview in Multnomah County, for which project the co-partnership bid the amount of $12,060.00. Mr. Stockton stated that in submitting the bid for this project the item of insurance was overlooked, and subsequent investigation had revealed that the required insurance would cost the co-partnership at least $2,000.00, although, as yet, a definite figure has not been secured from the co-partnership's insurance company. Mr. Stockton further stated that the matter is still open, and that if the co-partnership is unable to secure the required insurance at a satisfactory premium cost then it would not accept the award of the contract and would forfeit to the State the amount of the proposal bond accompanying the bid, which bond amounts to the sum of $603.00, providing the standing of the co-partnership with the State Highway Commission is not impaired by so doing. The Engineer stated that the Highway Commission must know just what Stockton and Son intend to do about the matter and he asked Mr. Stockton to make a definite decision at this time. Mr. Stockton replied that, under the circumstances, Stockton and Son will definitely not accept the the contract award and will forfeit the amount of the bond accompanying the proposal. He then returned to the Commission four copies of the form of contract and performance bond which previously had been sent to Stockton and Son for execution. Thereupon the State Highway Commission adopted the following Resolution:

"WHEREAS, the State Highway Commission heretofore, on November 24, 1952, after statutory advertising, received and publicly opened bids for the construction of the Cereghino Haul Road Bridge, located adjacent to the T. H. Banfield Expressway, about one and one-half miles west of Fairview in Multnomah County; and

WHEREAS, Stockton and Son, a co-partnership consisting of V. C. Stockton and C. E. Stockton, Route 1, Box 627, Gresham, Oregon, was the low bidder on the said project, the amount of the bid submitted being in the sum of $12,060.00; and

WHEREAS, the proposal submitted was accompanied by proposal bond No. 92-099841, written by Maryland Casualty Company of Baltimore, guaranteeing that Stockton and Son, if awarded the contract for the project, would enter into a contract for the completion of said work and provide a bond for the faithful performance thereof in accordance with the requirements of the proposal; and

WHEREAS, standard forms of contract and performance bond were thereafter forwarded to Stockton and Son, Gresham, Oregon, to-wit: On December 4, 1952; and

WHEREAS, the said form of contract and performance bond were not executed and returned within 10 days from the receipt thereof, not including Sundays, and V. C. Stockton, a member of and representing the co-partnership of Stockton and Son, now has publicly repudiated before this commission the acceptance of the award of the said contract, which award was publicly announced on November 24, 1952, and Stockton and Son were duly notified thereof in writing;

NOW, THEREFORE, BE IT RESOLVED That this Commission now find and determine that the said Stockton and Son, a co-partnership consisting of V. C. Stockton and C. E. Stockton, are in default and have abandoned the said contract; and,

BE IT FURTHER RESOLVED That the guarantee accompanying the proposal for the project is hereby declared forfeited and the same shall become and be the property of the State Highway Commission; and,

BE IT FURTHER RESOLVED That the Chief Counsel for the Commission be, and he hereby is instructed, authorized and empowered to take such action as may be necessary to collect from the co-partnership, or from Maryland Casualty Company of Baltimore, the sum of five per cent (5%) of the amount of $12,060.00 bid for the construction of the project, to-wit: the sum of $603.00; and,

BE IT FURTHER RESOLVED That this Resolution be entered in the Minutes of this meeting and that the Secretary of this Commission send duly certified copies thereof to Stockton and Son, Route 1, Box 627, Gresham, Oregon, and to Walter J. Pearson & Co., General Agents for Maryland Casualty Company of Baltimore, 222 Pittock Block, Portland, Oregon."

Following adoption of the said Resolution the matter was further discussed by the Commission and as a result thereof, the Commission voted unanimously to award the contract to Teller Construction Company, Portland, the second low bidder, at its bid price of $15,920.00 which bid was submitted along with other bids at the meeting of the Commission held on November 24, 1952.

RECEIVED
JAN [illegible] 1953
FOR FILING

[illegible]

[illegible]

January 7, 1953

Teller Construction Company
215 Builders Exchange Building
Portland, Oregon

Gentlemen:

The State Highway Commission on January 6, 1953 accepted your proposal to construct the Cereghino Haul Road Bridge in Multnomah County for the sum of $15,920.00 and awarded you Contract No. 3827-A. Bids for this project were received on November 24, 1952.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

JMC
enclosures

cc: H. G. Smith
G. S. Paxson
S. H. Probert
W. M. Franzwa SIAC
Mrs. Goldie Lewis

RECEIVED
FOR FILING

[illegible]

DOMESTIC SERVICE			
Check the class of service desired; otherwise this message will be sent as a full rate telegram			
FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE			
Check the class of service desired; otherwise this message will be sent at the full rate			
FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

January 7, 1953

FILE COPY ✓

Teller Construction Company
215 Builders Exchange Building
Portland, Oregon

The State Highway Commission awarded you yesterday Contract No. 3827-A for construction of Cereghino Haul Road Bridge in Multnomah County at your bid price of $15,920. Bids received November 24, 1952. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED FOR FILING

[illegible]

3-2-7

4a.2

COMMISSION MEETING OF JANUARY 6, 1953

MINUTE ENTRY prepared by B. Sawyer

Mr. V. C. Stockton, a member of the co-partnership of Stockton and Son, Route 1, Box 627, Gresham, Oregon, consisting of V. C. Stockton and C. E. Stockton, appeared before the Commission with reference to contract awarded to the co-partnership on November 24, 1952, for construction of the Cereghino Haul Road Bridge project adjacent to the T. H. Banfield Expressway about one and one-half miles west of Fairview in Multnomah County, for which project the co-partnership bid the amount of $12,060.00. Mr. Stockton stated that in submitting the bid for this project the item of insurance was overlooked, and subsequent investigation had revealed that the required insurance would cost the co-partnership at least $2,000.00, although, as yet, a definite figure has not been secured from the co-partnership's insurance company. Mr. Stockton further stated that the matter is still open, and that if the co-partnership is unable to secure the required insurance at a satisfactory premium cost then it would not accept the award of the contract and would forfeit to the State the amount of the proposal bond accompanying the bid, which bond amounts to the sum of $603.00, providing the standing of the co-partnership with the State Highway Commission is not impaired by so doing. The Engineer stated that the Highway Commission must know just what Stockton and Son intend to do about the matter and he asked Mr. Stockton to make a definite decision at this time. Mr. Stockton replied that, under the circumstances, Stockton and Son will definitely not accept the contract award and will forfeit the amount of the bond accompanying the proposal. He then returned to the Commission four copies of the form of contract and performance bond which previously had been sent to Stockton and Son for execution. Thereupon the State Highway Commission adopted the following Resolution:

"WHEREAS, the State Highway Commission heretofore, on November 24, 1952, after statutory advertising, received and publicly opened bids for the construction of the Cereghino Haul Road Bridge, located adjacent to the T. H. Banfield Expressway, about one and one-half miles west of Fairview in Multnomah County; and

WHEREAS, Stockton and Son, a co-partnership consisting of V. C. Stockton and C. E. Stockton, Route 1, Box 627, Gresham, Oregon, was the low bidder on the said project, the amount of the bid submitted being in the sum of $12,060.00; and

WHEREAS, the proposal submitted was accompanied by proposal bond No. 92-099841, written by Maryland Casualty Company of Baltimore, guaranteeing that Stockton and Son, if awarded the contract for the project, would enter into a contract for the completion of said work and provide a bond for the faithful performance thereof in accordance with the requirements of the proposal; and

WHEREAS, standard forms of contract and performance bond were thereafter forwarded to Stockton and Son, Gresham, Oregon, to-wit: On December 4, 1952; and

WHEREAS, the said form of contract and performance bond were not executed and returned within 10 days from the receipt thereof, not including Sundays, and V. C. Stockton, a member of and representing the co-partnership of Stockton and Son, now has publicly repudiated before this Commission the acceptance of the award of the said contract, which award was publicly announced on November 24, 1952, and Stockton and Son were duly notified thereof in writing;

NOW, THEREFORE, BE IT RESOLVED That this Commission now finds and determines that the said Stockton and Son, a co-partnership consisting of V. C. Stockton and C. E. Stockton, are in default and have abandoned the said contract; and,

BE IT FURTHER RESOLVED That the guarantee accompanying the proposal for the project is hereby declared forfeited and the same shall become and be the property of the State Highway Commission; and,

BE IT FURTHER RESOLVED That the Chief Counsel for the Commission be, and he hereby is, instructed, authorized and empowered to take such action as may be necessary to collect from the co-partnership, or from Maryland Casualty Company of Baltimore, the sum of five per cent (5%) of the amount of $12,060.00 bid for the construction of the project, to-wit: the sum of $603.00; and,

BE IT FURTHER RESOLVED That this Resolution be entered in the Minutes of this meeting and that the Secretary of this Commission send duly certified copies thereof to Stockton and Son, Route 1, Box 627, Gresham, Oregon, and to Walter J. Pearson & Co., General Agents for Maryland Casualty Company of Baltimore, 222 Pittock Block, Portland, Oregon."

Following adoption of the said Resolution the matter was further discussed by the Commission and as a result thereof, the Commission voted unanimously to award the contract to Teller Construction Company, Portland, the second low bidder, at ~~their~~ its bid price of $15,920.00 which bid was submitted along with other bids at the meeting of the Commission held on November 24, 1952.

C MISSION MEETING OF JANU Y 6, 1953

MINUTE ENTRY

Mr. Virgil Stockton of the contracting firm, Stockton and Son, Gresham, was present regarding a contract awarded to his firm on November 24, 1952 for construction of the Cereghino Haul Road Bridge Project on The T. H. Banfield Expressway about one and one-half miles west of Fairview, Multnomah County, their bid being in the amount of $12,060.00. Mr. Stockton stated that in submitting their bid for this project they overlooked an item of insurance, and subsequent investigation reveals that such insurance will cost the company at least $2,000.00 although they do not as yet have a definite figure from the insurance company. The matter is still opened, he said, and if the company is unable to secure the insurance at a satisfactory premium cost, then it would prefer not to accept the award of the contract and to forfeit to the State their proposal bond which amounts to about $600, provided their standing with the Highway Commission is not impaired by so doing. The Engineer stated that the Highway Commission must know now just what Stockton and Son intend to do about the matter, and he asked Mr. Stockton to make a definite decision at this time. Mr. Stockton replied that under the circumstances Stockton and Son will definitely not accept the contract award and will forfeit their bid bond. He then returned to the Commission four copies of the contract agreement which was previously sent to Stockton and Son for execution. Following Mr. Stockton's departure, discussion of the matter was resumed by the Commission, and as a result thereof, the Commission voted unanimously to re-award the contract to Teller Construction Company, Portland, the second low bidder at their bid price of $15,920.00 which was submitted along with other bids at the meeting of the Commission held on November 24, 1952. The Chief Counsel was instructed to take whatever action is necessary to collect on the forfeited proposal bond furnished by Stockton and Son.

FORM E-90 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 5, 1953

SUBJECT: Ceremaino Haul Road

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

At the Highway Commission meeting on November 24, 1952, Stockton & Son of Gresham was the low bidder for the Ceremaino haul road bridge in the amount of $12,[illegible]. They have not signed this contract and have advised that they wish to appear before the Highway Commission at 11 o'clock at the meeting on January 6 to request that an adjustment be made with them on the ground that they did not include the cost of premium on railroad insurance in their bid and that, if they go through with the contract, they will suffer a material loss.

I have talked to Mr. Clair Stockton over the phone, and he has told me that, if he could not get an adjustment, he would refuse to accept the contract. He said that he would make this definite, one way or the other, at the interview with the Commission January 6.

The Teller Construction Company of Portland was the second low bidder on the project, this bid being $15,920. I have talked to Mr. A. S. Teller, and he tells me that they will be perfectly willing to accept the award of contract at their bid, should it be opened to them.

In the proposals for this project we provided that we could withhold the award for 45 days from the date of the Commission meeting, which time will expire on January 8.

Our estimate of the cost of this structure was $1[illegible],250.

Very truly yours,

GSPaxson
G. S. Paxson
Bridge Engineer

NOTED
State Highway Engineer

GSP:gm

CLAUDE M. JOHNS, JR.
ATTORNEY AT LAW
U. S NATIONAL BANK BUILDING
PORTLAND 4, OREGON
BROADWAY 0501

JOHN R. GILBERTSON

11:00AM.

December 31, 1952

D

11:00 A.M.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Re: Stockton & Son
Cereghino Haul Road Bridge

Dear Mr. Glaisyer:

Reference my telephone conversation with your good office yesterday afternoon pertaining to the subject contract and contractor.

As I have previously advised you, it is my understanding that Stockton & Son, in preparing their bid, became confused with respect to the specifications pertaining to insurance and/or inadvertently failed to take into consideration the premiums involved in the insurance specifications. With the net result that should Stockton & Son undertake the contract they most assuredly will sustain a very substantial monitary loss. I have taken the liberty of contacting you in this regard with the thought in mind that under circumstances such as these the Oregon State Highway Commission might see fit to grant a concession. Pursuant to your good letter of December 24th, 1952, it is requested that Stockton & Son not be considered to have abandoned the contract and forfeited the guaranty accompanying its proposal. This request is made to give Stockton & Son the opportunity to discuss the situation with the Commission should the Commission be of a mind to entertain such a discussion.

I have suggested to Mr. Clair Stockton of Stockton & Son that he present himself to you during the day of the next Commission meeting in Portland on Tuesday, January 5th. Should you feel that you are in need of more information prior to taking the matter up with the Commission, kindly feel free to call upon me and I shall endeavor to promptly garner all of the facts.

Yours very truly,

Claude M. Johns, Jr.

Claude M. Johns, Jr.

RECEIVED

CMJ/dm

D

December 24, 1952

Stockton & Son
Route 1, Box 627
Gresham, Oregon

Gentlemen:

The State Highway Commission at its meeting on November 24, 1952 accepted your proposal for construction of the Cereghino Haul Road Bridge covering construction of a timber and steel beam trestle over the Union Pacific tracks about one and one-half miles west of Fairview, and the Commission on that same day awarded to you the contract to build this structure. You were officially notified by letter dated November 26, 1952 of the award of this contract to you. On December 4, 1952 there was sent to you from this office by express five copies of the contract and bond form. You were asked to execute both contract agreement and performance bond contained therein and return to this office four copies of the form so executed.

Up to date the forms have not been returned to this office, hence this letter to inquire your intention with respect to the performance of the contract. I call to your attention the following paragraph on page 11 of the proposal form that you signed in submitting your bid for this project:

> "If this proposal shall be accepted and the undersigned shall fail to or neglect to contract as aforesaid, and to give bond in the amount specified, with surety satisfactory to the State Highway Commission, within ten (10) days (not including Sunday), from the date of receiving from the State Highway Department the contract prepared and ready for execution, the State Highway Commission may, at its option, determine that the bidder has abandoned the contract, and thereupon forfeiture of the guaranty accompanying his proposal shall operate and the same shall be the property of the State Highway Commission."

[illegible]

The ten day period mentioned therein has long since passed, for which reason the Highway Commission wants to know why the forms have not been completed and returned. Unless you comply with the above quoted paragraph, the Highway Commission may determine that you have abandoned the contract and forfeiture of the guaranty accompanying your proposal. An immediate reply is requested advising just what your intentions are with respect to this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: R. H. Baldock
G. S. Paxson

FORM E-120X 37,500 A-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 24, 1952

Stockton & Son
Route 1, Box 627
Gresham, Oregon

Gentlemen:

The State Highway Commission at its meeting on November 24, 1952 accepted your proposal for construction of the Cereghino Haul Road Bridge covering construction of a timber and steel beam trestle over the Union Pacific tracks about one and one-half miles west of Fairview, and the Commission on that same day awarded to you the contract to build this structure. You were officially notified by letter dated November 26, 1952 of the award of this contract to you. On December 4, 1952 there was sent to you from this office by express five copies of the contract and bond form. You were asked to execute both contract agreement and performance bond contained therein and return to this office four copies of the form so executed.

Up to date the forms have not been returned to this office, hence this letter to inquire your intention with respect to the performance of the contract. I call to your attention the following paragraph on page 11 of the proposal form that you signed in submitting your bid for this project:

"If this proposal shall be accepted and the undersigned shall fail to or neglect to contract as aforesaid, and to give bond in the amount specified, with surety satisfactory to the State Highway Commission, within ten (10) days (not including Sunday), from the date of receiving from the State Highway Department the contract prepared and ready for execution, the State Highway Commission may, at its option, determine that the bidder has abandoned the contract, and thereupon forfeiture of the guaranty accompanying his proposal shall operate and the same shall be the property of the State Highway Commission."

REFERRED TO
Enfield
By State Highway Engineer

Please advise me
how to proceed in the forfeiture
proceeding as we must readvertise
at once
RHBaldock

The ten day period mentioned therein has long since passed, for which reason the Highway Commission wants to know why the forms have not been completed and returned. Unless you comply with the above quoted paragraph, the Highway Commission may determine that you have abandoned the contract and forfeiture of the guaranty accompanying your proposal. An immediate reply is requested advising just what your intentions are with respect to this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: R. H. Baldock ✓
G. S. Paxson

RECEIVED
[illegible] 1952

RECEIVED
FOR FILING
FORM E-90 37,900 4-52

Agenda
D

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 5, 1953

SUBJECT: Cereghino Hall
Road Bids Contract

To: Mr. R. H. Baldock
State Highway Engineer
OFFICE

I have checked my long distance with the local agent of the American Railway Express Company at Gresham, Oregon, relative to delivery to Stockton & Son of contract and bond covering the construction of the Cereghino Hall road bridge on the T. H. Banfield Expressway. It appears from a communication from Mr. Glaisyer that five copies of the contract and bond form were sent by express on December 4, 1952.

The express agent records now have been forwarded to San Francisco, but he states that they probably were received on about December 6, 1952, and that either on that date, or the next business day following, he phoned to the business office of Stockton & Son advising that he had a package "containing contracts from Salem." He did not advise that the parcel was sent by the State Highway Commission.

No call was made for the package and on or about December 13, 1952, he mailed a postcard to Stockton & Son advising, in writing, that the parcel was in the express office.

There was an exchange of letters with Mr. Glaisyer which resulted in a further phone call to Stockton & Son. I believe that it is the agent's opinion that both the phone calls were answered by the bookkeeper as he did not recognize Mr. Stockton's voice in either instance. As a result of the last phone call, Mr. C. E. Stockton picked up the shipment on Wednesday, December 31, 1952.

The matter has been discussed with Mr. Enfield and it is his opinion, with which I fully concur, that it was the duty and obligation of the State Highway Commission to see that the forms of contract and bond were actually delivered to and put in possession of Stockton & Son without the requirement for any affirmative action on the part of the bidder. Accepting this theory and in accordance with the standard practice of excluding the first day and including the last, in computing time, and also excluding Sundays, in accordance with the specifications, there will not be an actual default until after January 12, 1953. That is, the default will not come into existence until January 13, 1953.

OTED
State Highway Engineer

Further, it is Mr. Enfield's opinion, with which I fully concur, that the Commission would not have authority to declare a prospective default at the meeting on January 6, 1952, and that the default cannot be declared to exist until it actually has come into existence.

Very truly yours,

J. W. DeSouza
Assistant Counsel

JWD/fn

cc: Mr. W. C. Williams
Mr. H. B. Glaisyer
Mr. C. W. Enfield
Mr. G. S. Paxson

Further, it is Mr. Enfield's opinion, with which I fully concur, that the Commission would not have authority to declare a prospective default at the meeting on January 6, 1952, and that the default cannot be declared to exist until it actually has come into existence.

Very truly yours,

J. W. DeSouza
Assistant Counsel

JWD/fn

cc: Mr. W. C. Williams
Mr. H. B. Glaisyer
Mr. C. W. Enfield
Mr. G. S. Paxson

RECEIVED
DEC 1
FOR FILING

26-1[illegible]

November 26, 1952

Stockton & Son
Rt. 1, Box 627
Gresham, Oregon

Gentlemen:

The State Highway Commission on November 24, 1952 awarded to you State Highway Contract No. 3827 for construction of a timber and steel beam trestle over the Union Pacific Railroad on the T. H. Banfield Expressway in Multnomah County. This award was based on your bid of $12,060.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl
cc H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franswa

RECEIVED
FOR FILING

26-1020
Grade Xings
3827

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 28, 1952

SUBJECT: Pux 60 - Cereghino Overcrossing
Multnomah County

To: Mr. W. C. Williams ✓
Mr. G. S. Paxson (5)
Mr. H. G. Smith (2)
Mr. E. A. Collier (2)
Mr. A. G. Skelton
Mr. F. B. Crandall

NOTED
W. C. WILLIAMS

Gentlemen:

Herewith I hand you copy of PUC order No. 30959 and supplemental order No. 30966 with reference to the Cereghino Overcrossing on the T. H. Banfield Expressway in Multnomah County.

The order and supplement appear to be in proper form.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:Mb
Enc. 2

RECEIVED
OCT 28 1952
OFFICE OF
STATE HIGHWAY ENGINEER

Order #30959

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-2358

RECEIV
OCT 22 1952
LEGAL

In the Matter of the Application of the State)
of Oregon, by and through its State Highway)
Commission, for authority to cross over the)
tracks and right of way of the Oregon-)
Washington Railroad & Navigation Company,)
(Union Pacific Railroad Company, Lessee) known) ORDER
as the Cereghino Overcrossing, on the T. H.)
Banfield Expressway in the South half of the)
Northwest quarter (S$\frac{1}{2}$ NW$\frac{1}{4}$) of Section 29,)
Township 1 North, Range 3 East, W.M., in)
Multnomah County, Oregon.)

The above entitled matter was duly heard on Thursday, September 4, 1952, at 10:05 A.M, in Room 720 State Office Building, Portland, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner. The following appearances are of record herein:

J. W. DeSouza, Assistant Counsel, Salem, Oregon
In behalf of Oregon State Highway Commission

F. J. Betz, Attorney, Portland, Oregon
In behalf of Oregon-Washington Railroad &
Navigation Company and Union Pacific
Railroad Company

The application in the above entitled matter, received on July 7, 1952, states that the petitioner proposes to construct a section of state highway known as the T. H. Banfield Expressway between Portland and Troutdale, Multnomah County, Oregon and, in connection with said construction, it will be necessary to cross over the tracks and right of way of the Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) sometimes hereinafter referred to as Railroad Company.

It is proposed that such a crossing be made by means of an overcrossing structure, and that such structure is proper for the service, convenience and safety of public highway travel and the traffic upon the railroad in that the public highway proposed is a primary state highway which will carry a volume of traffic estimated to be 3800 vehicles per day, with anticipated normal annual increases, which traffic should not be subjected to the hazards inherent at a railroad-highway grade crossing.

Evidence was adduced on behalf of both parties, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, the Commissioner finds that:

The proposed structure will provide two traffic lanes of thirty feet in width for vehicular traffic, will cross over the single track main line of Oregon-Washington Railroad & Navigation Company at an angle of 21 degrees 16 minutes 30 seconds, and provide minimum vertical clearances and minimum horizontal clearances in excess of those required by P.S.C. Oregon Order No. 99.

The present main line track of the railroad carries approximately eleven train movements per day, and provision is made for additional trackage if future conditions make such construction necessary.

The approaches to the proposed overcrossing structure will be on an ascending grade of 0.683% from the west and on an ascending grade of 3% from the east, and the approach grades will be connected by a 1550-foot vertical curve.

The costs incidental to the construction of the overcrossing structure will be borne by Oregon State Highway Commission, and the Railroad Company will be reimbursed for any necessary expenses incurred in connection with the construction which are reimbursable under and not prohibited by the terms of General Administrative Memorandum No. 299 issued by the Public Roads Administration, and amendments thereof and supplements thereto.

Upon completion, the overcrossing structure, together with its approaches and highway appurtenances, will be maintained by Oregon State Highway Commission, and the tracks, roadbed, and railroad facilities beneath the structure will be maintained by Railroad Company.

From the foregoing, the Commissioner concludes that the construction of an overcrossing structure at this location and under these conditions is in the public interest, is necessary to the safe operation of highway and railroad, and that the application therefore should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to cross over the tracks and right of way of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) by means of an overcrossing structure, known as the Cereghino Overcrossing, as part of the T. H. Banfield Expressway in the South Half of the Northwest Quarter of Section 29, Township 1 North, Range 3 East, Willamette Meridian, in Multnomah County, Oregon, is granted; and it is further

ORDERED that the structure shall be constructed in accordance with accepted engineering practices and in conformance with plans and submitted with the application and by this reference made a part hereof and in accordance with agreement between Oregon State Highway Commission and Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee); and it is further

ORDERED that the construction of the proposed overcrossing shall be handled and the costs thereof borne in accordance with agreement entered into by Oregon State Highway Commission and Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) as outlined in Paragraph VII of the petition herein; and it is further

ORDERED that upon completion, the overcrossing structure, together with the approaches and highway appurtenances, shall be maintained by Oregon State Highway Commission and that the railroad track, roadbed, and facilities necessary thereto shall be maintained by Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee); and it is further

ORDERED that such temporary impairments to standard clearances as set forth in P.S.C. Oregon Order No. 99 as are made necessary by the erection and use of construction materials or by falsework during the construction period are herein authorized; and it is further

ORDERED that the designation 2A-11.51-A is hereby assigned to the crossing structure as a means of identification in the Commissioner's Catalog of the Crossings of the State of Oregon.

Made and entered this 21st day of October, 1952

CHAS. H. HELTZEL

Public Utilities Commissioner

ATTEST:

MARJORIE K. SHAFFER

Secretary

(OFFICIAL SEAL)

RECEIV
1952

Order #30966

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-2358

In the Matter of the Application of the State)
of Oregon, by and through its State Highway)
Commission, for authority to cross over the)
tracks and right of way of the Oregon-)
Washington Railroad & Navigation Company,)
(Union Pacific Railroad Company, Lessee) known) SUPPLEMENTAL ORDER
as the Ceregхino Overcrossing, on the T. H.)
Banfield Expressway in the South half of the)
Northwest quarter (S½ NW¼) of Section 29,)
Township 1 North, Range 3 East, W.M., in)
Multnomah County, Oregon.)

On October 21, 1952, P.U.C. Oregon Order No. 30959 was issued granting the above entitled application.

Subsequent to the issuance of the order, it has become apparent that there exists a need for clarification of the matter pertaining to the burden of expense necessary to the construction of the overcrossing structure. Good cause appearing, it is therefore

ORDERED that the costs incidental to the construction of the overcrossing structure shall be borne by Oregon State Highway Commission, and the Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) will be reimbursed for all necessary and proper expenses in connection with construction which are reimbursable under, and not prohibited by, the terms of General Administrative Memorandum No. 99, issued by the Public Roads Administration, and ammendments thereof and supplements thereto.

Made and entered this 23rd of October, 1952.

CHAS. H. HELTZEL

Public Utilities Commissioner

ATTEST:

MARJORIE R. SHAFFER

Secretary

(OFFICIAL SEAL)

HI-306(12) Tillamook St.-Steel Br. 1932
Unit, Harbor Dr. Sec. of the
Pac. Hwy. W. on E. side Portland

RECEIVED
FEB 25 1954
FOR FILING

P
Weed

February 23, 1954

Mr. William A. Bowes
Commissioner of Public Works
Portland, Oregon

Dear Commissioner Bowes:

In Mr. Baldock's letter of December 30, 1953 he advised that all work on the planting contract for the Tillamook Street - Steel Bridge Unit of the Harbor Drive Section, Pacific Highway West, had been completed. As promised in that letter, corrected planting plans for the section have now been completed and duplicate copies are being forwarded to you under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc Mr. M. H. Astrup

RECEIVED
DEC 31 1953
FOR FILING

mdl

30 December 1953

Mr. William A. Bowes
Commissioner of Public Works
Portland, Oregon

Dear Commissioner Bowes:

Please be advised that all work on the planting contract for the Tillamook Street - Steel Bridge Unit of the Harbor Drive Section, Pacific Highway West, has been completed and accepted by the State.

Accordingly, the contractor's responsibility for maintenance is terminated and it is requested that the City take over the maintenance of the area 1 January 1954 in accordance with the agreement. Two copies of the corrected planting plans for the Section will be forwarded for your files as soon as they have been completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. A. G. Skelton
Mr. M. H. Astrup

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 13, 1953

(CONTRACT NO.) 11-306(12)	(EST. NO.)	(CONTRACT0R)
3828	7-final	WESTERN GOLF COURSE SUPPLY CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22365	R-80534	$ 851.23	11/12/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: May 31, 1953

Time Extensions: To Aug. 2, 1953 without penalty

Completion Date: Aug. 2, 1953

Date Accepted: Sep. 24, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-16-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]-53

a.a. Wicklander

11-16-53

[illegible]ED
FOR FILING
111-3[illegible]
3828

November 2, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3828 for irrigation system and seeding on the Tillamook St.-Steel Bridge Unit, Harbor Drive Section of the Pacific Highway West in Multnomah County was completed by the contractor, Western Golf Course Supply Co., on August 2 and was formally accepted by the Highway Commission on September 24, 1953.

Final payment in the amount of $851.23 will be released to the contractor on or after November 12, 1953. The total contract amount is $28,374.31 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

11-2-53, gl

RECEIVED
OCT 19 1953
FOR FILING

11-2-1

3828

October 15, 1953

Western Golf Course Supply Co.
1006 S. E. Hawthorne Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from July 15 to August 15, 1953 within which to complete your contract No. 3828, for installing irrigation system and seeding on the Tillamook St.-Steel Bridge Unit, Harbor Drive Section of the Pacific Highway West in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request to August 2, 1953, the completion date of the contract, without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: A. G. Skelton,
Division Engineer

D. J. Barbee,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
[illegible] 1953
FOR FILING

UI-[illegible] (A)

37-8

September 28, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Western Golf Course Supply Co. on contract No. 3828, covering irrigation system and seeding on the Tillamook St.-Steel Bridge Unit, Harbor Drive Section of the Pacific Highway West in Multnomah County.

This payment, in the amount of $1,891.08, will be released to the contractor on or after October 8, 1953. The retained percentage is $851.23.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett,Barton,Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

9-29-53

Form PR 2 (Revised 1950)

CPR8 [illegible]

State Oregon

Federal Aid Urban Project No. UI-306(12)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23rd day of September, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of October, 1952, a program, which was approved on the 3rd day of November, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 7th day of November, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-two thousand and 00/100 dollars ($32,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof.

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

A4.62

GPO 16—11370-5

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Roadside improvement between survey station 298+00 and survey station 46+00 on Harbor Drive in Portland between Tillamook Street and the Steel Bridge,

, length 0.644 miles, in Multnomah County, being Oregon Federal Aid / Urban project No. UI-306(12), ~~consisting of miles of roadway and bridges, each of more than 20 feet clear span, of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of thirty-two thousand and 00/100 dollars ($32,000.00), which does not exceed the authorized Federal pro rata share of fifty-two thousand, one hundred sixteen and 13/100 dollars ($52,116.13), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By M R McIver
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Bureau of Public Roads.

RECEIVED
SEP 28 1953
DIVISION 8

SEP 25 1953

Oregon State Highway Department

Federal Aid Project
No. UI-306 (12)

TILLAMOOK STREET-STEEL BRIDGE SECTION OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 11, 1953

Type Code Y005
Irrigation & Seeding (Sta. 298+00 to Sta. 315+32.43 - Sta. 29+33.32 to Sta. 46+00) (Contract No. 3828)

3,000	lin. ft.	½-inch Galvanized Iron Pipe	$ 0.36	$ 1,080.00
5,400	lin. ft.	3/4-inch Galvanized Iron Pipe	0.48	2,592.00
8,100	lin. ft.	1-inch Galvanized Iron Pipe	0.57	4,617.00
3,950	lin. ft.	1¼-inch Galvanized Iron Pipe	0.73	2,883.50
2,550	lin. ft.	1½-inch Galvanized Iron Pipe	0.85	2,167.50
3,950	lin. ft.	2-inch Galvanized Iron Pipe	0.98	3,871.00
400	lin. ft.	2½-inch Galvanized Iron Pipe	1.30	520.00
2	only	3/4-inch Control Valves	7.25	14.50
12	only	1-inch Control Valves	8.90	106.80
14	only	1¼-inch Control Valves	12.00	168.00
20	only	1½-inch Control Valves	15.00	300.00
40	only	2-inch Control Valves	21.00	840.00
60	only	3/4-inch Quick-Coupling Hose Valves	6.25	375.00
40	only	½-inch Drain Valves	8.00	320.00
650	only	Sprinkler Heads, Pop-up, Non-revolving	4.10	2,665.00
60	only	Sprinkler Heads, Pop-up, Revolving	12.00	720.00
200	only	Shrubbery Heads	1.40	280.00
6	acres	Preparing Soil and Seeding	950.00	5,700.00
400	lbs.	Grass Seed, Highland Bent	0.73	292.00
600	lbs.	Grass Seed, Creeping Red Fescue	0.67	402.00
250	lbs.	Grass Seed, Kentucky Blue	0.77	192.50
70	cwt.	Inorganic Fertilizer, 10-6-4	3.00	210.00
				$30,316.80

Tree and Shrub Planting (Sta. 298+00 to Sta. 315+32.43 - Sta. 29+33.32 to Sta. 46+00) (Contract No. 3774)

120	only	Furnishing and Planting Trees	$ 5.35	$ 642.00
1,600	only	Furnishing and Planting Shrubs	1.87	2,992.00
32,400	only	Furnishing and Planting Ground Cover	0.30	9,720.00
60	cwt.	Inorganic Fertilizer, 10-16-8	4.50	270.00

550	bales	Peat Moss	$ 3.75	$ 2,062.50
110	units	Sawdust	12.50	1,375.00
				$17,061.50
			Subtotal	$47,378.30
			10% Engr. & Cont.	4,737.83
			Total	$52,116.13

Length of Project	0.644 Mile
Cost per Mile	$80,925.66

Federal Funds- -	$32,000.00
State Funds- -	20,116.13
	$52,116.13

State Funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid Project
No. UI-306 (12)

TILLAMOOK STREET-STEEL BRIDGE SECTION OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 11, 1953

43

Type Code Y005
Irrigation and Seeding (Sta. 298+00 to 315+32.34 = 29+33.32 to 46+00)
(Contract No. 3828)

3,000	Lin.Ft.	½" Galvanized Iron Pipe	$ 0.36	$ 1,080.00
5,400	Lin.Ft.	3/4" Galvanized Iron Pipe	0.48	2,592.00
8,100	Lin.Ft.	1" Galvanized Iron Pipe	0.57	4,617.00
3,950	Lin.Ft.	1¼" Galvanized Iron Pipe	0.73	2,883.50
2,550	Lin.Ft.	1½" Galvanized Iron Pipe	0.85	2,167.50
3,950	Lin.Ft.	2" Galvanized Iron Pipe	0.98	3,871.00
400	Lin.Ft.	2½" Galvanized Iron Pipe	1.30	520.00
2	Only	3/4" Control Valves	7.25	14.50
12	Only	1" Control Valves	8.90	106.80
14	Only	1¼" Control Valves	12.00	168.00
20	Only	1½" Control Valves	15.00	300.00
40	Only	2" Control Valves	21.00	840.00
60	Only	3/4" Quick-Coupling Hose Valves	6.25	375.00
40	Only	½" Drain Valves	8.00	320.00
650	Only	Sprinkler Heads, Pop-Up, Non-revolving	4.10	2,665.00
60	Only	Sprinkler Heads, Pop-Up, Revolving	12.00	720.00
200	Only	Shrubbery Heads	1.40	280.00
6	Acres	Preparing Soil and Seeding	950.00	5,700.00
400	Lbs.	Grass Seed, Highland Bent	0.73	292.00
600	Lbs.	Grass Seed, Creeping Red Fescue	0.67	402.00
250	Lbs.	Grass Seed, Kentucky Blue	0.77	192.50
70	Cwt.	Inorganic Fertilizer, 10-6-4	3.00	210.00
				$30,316.80

43

Tree and Shrub Planting (Sta. 298+00 to Sta. 315+32.34 = 29+33.32 to Sta. 46+00)

120	Only	Furnishing and Planting Trees	$ 10.00	$ 1,200.00
1,600	Only	Furnishing and Planting Shrubs	3.50	5,600.00
32,400	Only	Furnishing and Planting Ground Cover	0.40	12,960.00
60	Cwt.	Inorganic Fertilizer, 10-16-8	5.00	300.00
550	Bales	Peat Moss	5.00	2,750.00
110	Units	Sawdust	14.00	1,540.00
				$24,350.00
		Subtotal		$54,666.80
		10% Engr. & Cont.		5,466.68
		Total		$60,133.48

Length of Project	0.644 Mile
Cost per Mile	$93,374.96

Federal Funds- -	$37,000.00
State Funds- -	23,133.48
	$60,133.48

TILLAMOOK STREET-STEEL BRIDGE SECTION

PROJECT NO. UI-306 (12)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

November 7, 1952

Oregon State Highway Department

Federal Aid Project
No. UI-306 (12)

TILLAMOOK STREET-STEEL BRIDGE SECTION
OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 7, 1952

Type Code Y005
Landscaping (Sta. 298+00 to 315+32.34 - 29+33.32 to 46+00)

3,000	lin. ft.	½-inch Galvanized Iron Pipe	$ 0.50	$ 1,500.00
5,400	lin. ft.	3/4-inch Galvanized Iron Pipe	0.60	3,240.00
8,100	lin. ft.	1-inch Galvanized Iron Pipe	0.70	5,670.00
3,950	lin. ft.	1¼-inch Galvanized Iron Pipe	0.75	2,962.50
2,550	lin. ft.	1½-inch Galvanized Iron Pipe	0.80	2,040.00
3,950	lin. ft.	2-inch Galvanized Iron Pipe	1.05	4,147.50
400	lin. ft.	2½-inch Galvanized Iron Pipe	1.40	560.00
2	only	3/4-inch Control Valves	8.00	16.00
12	only	1-inch Control Valves	14.00	168.00
14	only	1¼-inch Control Valves	17.00	238.00
20	only	1½-inch Control Valves	18.00	360.00
40	only	2-inch Control Valves	21.00	840.00
60	only	3/4-inch Quick-Coupling Hose Valves	8.00	480.00
40	only	½-inch Drain Valves	8.00	320.00
650	only	Sprinkler Heads, Pop-up, Non-revolving	4.00	2,600.00
60	only	Sprinkler Heads, Pop-up, Revolving	12.00	720.00
200	only	Shrubbery Heads	2.50	500.00
6	acres	Preparing Soil and Seeding	1,500.00	9,000.00
400	lbs.	Grass Seed, Highland Bent	1.25	500.00
600	lbs.	Grass Seed, Creeping Red Fescue	1.05	630.00
250	lbs.	Grass Seed, Kentucky Blue	0.90	225.00
70	cwt.	Inorganic Fertilizer, 10-6-4	5.00	350.00
			Subtotal	$37,067.00
			10% Engr. & Cont.	3,706.70
			Total	$40,773.70

Length of Project	0.644 Mile
Cost per Mile	$63,313.19

Federal Funds- $24,000.00
State Funds- 16,773.70

$40,773.70

void

Oregon State Highway Department Federal Aid Project No. UI-306 (12)

TILLAMOOK STREET-STEEL BRIDGE SECTION
OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 9, 1953

Type Code Y005
Irrigation and Seeding (Sta. 298+00 to 315+32.34 = 29+33.32 to 46+00) (Contract No. 3828)

3,000	lin. ft.	½-inch Galvanized Iron Pipe	$ 0.36	$ 1,080.00
5,400	lin. ft.	3/4-inch Galvanized Iron Pipe	0.48	2,592.00
8,100	lin. ft.	1-inch Galvanized Iron Pipe	0.57	4,617.00
3,950	lin. ft.	1¼-inch Galvanized Iron Pipe	0.73	2,883.50
2,550	lin. ft.	1½-inch Galvanized Iron Pipe	0.85	2,167.50
3,950	lin. ft.	2-inch Galvanized Iron Pipe	0.98	3,871.00
400	lin. ft.	2½-inch Galvanized Iron Pipe	1.30	520.00
2	only	3/4-inch Control Valves	7.25	14.50
12	only	1-inch Control Valves	8.90	106.80
14	only	1¼-inch Control Valves	12.00	168.00
20	only	1½-inch Control Valves	15.00	300.00
40	only	2-inch Control Valves	21.00	840.00
60	only	3/4-inch Quick-Coupling Hose Valves	6.25	375.00
40	only	½-inch Drain Valves	8.00	320.00
650	only	Sprinkler Heads, Pop-up, Non-revolving	4.10	2,665.00
60	only	Sprinkler Heads, Pop-up, Revolving	12.00	720.00
200	only	Shrubbery Heads	1.40	280.00
6	acres	Preparing Soil and Seeding	950.00	5,700.00
400	lbs.	Grass Seed, Highland Bent	0.73	292.00
600	lbs.	Grass Seed, Creeping Red Fescue	0.67	402.00
250	lbs.	Grass Seed, Kentucky Blue	0.77	192.50
70	cwt.	Inorganic Fertilizer, 10-6-4	3.00	210.00
				$30,316.80

Tree and Shrub Planting (Sta. 298+00 to Sta. 315+32.34 = 29+33.32 to Sta. 46+00)

120	only	Furnishing and Planting Trees	$10.00	$ 1,200.00	
1,600	only	Furnishing and Planting Shrubs	3.50	5,600.00	
32,400	only	Furnishing and Planting Ground Cover	0.40	12,960.00	NP
~~144~~	~~only~~	~~Planting State-Furnished Plants~~	~~3.00~~	~~432.00~~	←
60	cwt.	Inorganic Fertilizer, 10-16-8	5.00	300.00	

void

550	bales	Peat Moss	$ 5.00	$ 2,750.00
110	units	Sawdust	14.00	1,540.00
				$24,782.00
			Subtotal	$55,098.80
			10% Engr. & Cont.	5,509.88
			Total	$60,608.68

Length of Project 0.644 mile
Cost per mile $94,112.85

Federal Funds	$37,000.00
State Funds	23,608.68
	$60,608.68

JUN 10 1963

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141-306 (12)

[illegible]

September 18, 1953

Request for extension of time
No. 16
September 24, and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Western Golf Course Supply Company, contractors, for an extension of time on the Tillamook Street-Steel Bridge Unit, Contract No. 3828, from July 15, 1953 to August 2, 1953.

Extremely wet weather this spring prevented seeding when anticipated. All work was completed, with the exception of the three mowings of the lawn, by July 15.

The additional time requested was merely to cover the required mowing of the lawn, and I recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

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FOR FILING

UI-306(12)

3828

September 15th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Tillamook Street-Steel Bridge Unit, Contract #3828, Oregon UI-306(12), from July 15th, 1953, to August 2nd, 1953, to the Western Golf Course Supply Company, contractors.

Extremely wet weather this spring prevented the seeding when anticipated. All work was completed with the exception of the three mowings of the lawn by July 15th.

The additional time requested was merely to cover the required mowing of the lawn, and I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

H

cc to: H. G. Smith

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1953
FOR FILING

[illegible]

3828

August 5, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on (Sunday) August 2, 1953 on Contract No. 3828, Tillamook Street-Steel Bridge Unit, Harbor Drive Section of the Pacific West Highway in Multnomah County, in connection with Federal Aid Project No. UI-306 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

cc: John Cattrall

Form E-1—10M—11-51

11-306(12)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 1, 1953

Section Tillamook St. - Steel Bridge

Kind of work Irrigation system and seeding

Highway Pacific West

Section prefix 26-1021

Contractor Western Golf Course Supply Co.

Contract number 3828

Date of contract 11-25-52, 19

Date of completion 5-31-53, 19

Date work started 2-9-53, 19

Estimated date of completion 7-31-53, 19

Amount of contract $ 31,681.06

Per cent of time elapsed 132.97 %

Estimated cost of completed project, exclusive of engineering $ 31,681.06

Per cent of contract completed, based on total contract price 92.10 %

Engineering cost to date $ 1,457.42, 60.09 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has been mowing and sprinkling lawn areas entire week.

Contacted Mr. Nussbaumer of City Parks Bureau and requested that he have man inspect areas before the job was accepted. A few minor changes have been made and it is my understanding that the city is satisfied with the job.

Mr. Astrup informed me that Salem would write letter requesting city to take over these areas Monday morning. Contractor will continue to sprinkle and mow over the week end.

NOTED
FORREST COOPER

RECEIVED
AUG 4 1953
OFFICE OF
CONSTRUCTION ENGINEER

Signed D J Barbee D.J.Barbee, Res. Engr.

Address P.O. Box 4699, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	5				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Overcast		
Friday	"		
Saturday	Fair		

State Printing 53382

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JUL 30 1953
FOR FILING

41-3

July 29, 1953

Western Golf Course Supply Co.
1006 S. E. Hawthorne Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on July 22, 1953, had under discussion your request for an extension of time of 45 days, from May 31 to July 15, 1953, within which to complete your contract No. 3828 for irrigation system and seeding on the Tillamook St.-Steel Bridge Unit, Harbor Drive Section of the Pacific Highway West in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

D. J. Barbee,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD
7-29-53

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FOR FILING

11-301 (10)

5781

July 13, 1953

Request for extension of time
No. 5
August 6 and 7 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Western Golf Course Supply Company for an extension of time on Contract No. 3828, Harbor Drive-Tillamook Street-Steel Bridge Section of the Pacific Highway West, from May 31, 1953 to July 15, 1953.

Excessively rainy weather during the spring stopped the contractor from doing the seeding on this section. All of the sprinkling system is in and operating and the seeding will be completed as soon as the ground is suitable to be worked.

I recommend that the extension be granted without penalty and Mr. C. L. Pola of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

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JUN 22 1953
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[illegible]

38[illegible]

June 18, 1953

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in extension of time on Contract No. 3848, Harbor Drive-Tillamook Street-Steel Bridge Section of the Pacific Highway West Oregon UI-306(12), from May 31, 1953 to July 15, 1953 to Western Golf Course Supply Company, contractors.

Excessively rainy weather during the spring stopped the contractor from doing the seeding on this section. All of the sprinkling system is in and operating and the seeding will be completed as soon as the ground is suitable to be worked.

We recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

WCW:jc

RECEIVED
FEB 17 1953
FOR FILING

[illegible]

3828

February 16, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 9, 1953 on Contract No. 3828, Tillamook St.-Steel Bridge Unit, Harbor Drive Section, in connection with Federal Aid Project No. UI-306(12).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

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DEC 30 1952
FOR FILING

U1-3 [illegible]

December 30, 1952

Western Golf Course Supply Co.
1006 S. E. Hawthorne Blvd.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3828 which was awarded to you on November 24 by the State Highway Commission, for irrigation system and seeding on the Tillamook St.-Steel Bridge Unit of the Harbor Drive Section on Pacific Highway West in Multnomah County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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November 26, 1952

Western Golf Course Supply Co.
1006 S. E. Hawthorne Blvd.
Portland 14, Oregon

Gentlemen:

The State Highway Commission on November 24, 1952 awarded to you State Highway Contract No. 3828 for construction of an irrigating system and six acres of lawn on the Tillamook Street-Steel Bridge Unit, Harbor Drive Section of the Pacific Highway West in Multnomah County. This award was based on your bid of $30,316.80 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.

cc H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franzwa
Mark Astrup

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 24, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project UI-306 (12), Tillamook St.-Steel Bridge Unit of the Pacific Highway West in Portland (Landscaping), to Western Golf Course Supply Co. of Portland, Oregon, low bidder in the amount of $30,316.80 at the November 24, 1952 bid opening.

Very truly yours,

C. G. POLK
District Engineer

By A. F. Bester

A. F. BESTER
Highway Engineer

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1952
SALEM
STATE HIGHWAY COMMISSION

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

UI-306(12)
Fed Aid
38[illegible]

November 7, 1952

UI-306(12)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project UI-306(12), Tillamook Street-Steel Bridge Unit of the Pacific Highway West, have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids.

Yours very truly,

O. G. Polk
O. G. Polk
District Engineer

S-5(4) Catching Slough-Enegren Ferry 1952
Sec., Coos River Secon. Hwy.,
#3829 E. of Coos Bay

RECEIVED
DEC 30 1953
FOR FILING

December 29, 1953

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on December 10, had under discussion your request for an extension of time from August 31 to October 1, 1953 within which to complete your contract No. 3829, for paving on the Catching Slough-Anegren Ferry Section of the Coos River Secondary Highway in Coos County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

C. C. Gall,
Resident Engineer

H. G. Smith,
Construction Engineer

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 17, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3829	6-final	Porter W. Yett	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24528	R-82699	$ 2,909.52	12/15/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: Extended to Oct. 1, 1953 without penalty

Completion Date: Sep. 25, 1953

Date Accepted: Dec. 10, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-18-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
by Lloyd Query
ass't Secty

Warrant Mailed: DEC 18 1953

RECEIVED
DEC 4 - 1953
FOR FILING

3-5(4)
3 [illegible]

December 3, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3829 for work performed on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County was completed by the contractor, Porter W. Yett, on September 25, 1953 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $2,909.52 will be released to the contractor after acceptance by the Commission. The total contract amount is $99,027.56 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

12-3-[illegible]

RECEIVED
FOR FILING

November 6, 1953

Request for extension of time
No. 6
December 10 and 11 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Porter W. Yett for an extension of time on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway, Contract No. 3829, from August 31, 1953 to October 1, 1953.

All work on the project was completed prior to the completion date with the exception of final cleanup and the painting of sight posts. No excess engineering was incurred nor was there inconvenience to the public, and I would recommend the extension be granted without penalty.

Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
FOR FILING

October 23, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Porter W. Yett on contract No. 3829, for paving on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County.

This payment, in the amount of $11,756.08, will be released to the contractor on or after November 2, 1953. The retained percentage is $2,972.72.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
10-23-53 gl

RECEIVED
OCT 2 6 1953
FOR FILING

S-5(4)

3829

October 21st, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Catching Slough-Enegren Ferry Contract #3829, Oregon S-5(4), from August 31st, 1953, to October 1st, 1953, to Porter W. Yett, contractor.

All work on the project was completed prior to the completion date with the exception of final cleanup and the painting of sight posts. No excess engineering was incurred, nor was there any inconvenience to the traveling public, and I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

K

cc to: H. G. Smith

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Catching Slough - Enegren Ferry

Highway Coos River Secondary

Contractor Porter W. Yett

Date of contract Nov. 25, 1952, 19

Date work started Dec. 9, 1952, 19

Project Autho Exclu of Engr. ~~Amount of contract~~ $ 109,500.00

For Week Ending Oct. 10, 1953, 19

Kind of work Paving

Section prefix 106 - 1049

Contract number 3829

Date of completion Aug. 31, 1953, 19

Estimated date of completion Sept. 25, 1953, 19

Per cent of time elapsed 108 %

Estimated cost of completed project, exclusive of engineering $ 101,355.76

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 4,000.00, 52 %

Date project was completed Sept. 25, 1953, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate and records will be shipped on the 12th.

NOTED

NOTED
FORREST COOPER

Signed C C Hall

Address Box 496, North Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		2.78			2.78
Miles partially completed		All			All
Miles completed		"			"
Total estimated quantities		3238	5078		6507
Estimated quantities moved or placed to date		All	All		All
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	cloudy		
Friday	Rain		
Saturday	"		

State Printing 53383

RECEIVED
OCT 9 1953
FOR FILING

October 7, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 25, 1953 on Contract No. 3829, Catching Slough-Enegren Ferry Section in Coos County, in connection with Federal Aid Project No. S-5 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

DBP:tp

c.c.: John Cattrall

793

Form PR 2 (Revised 1950)

State Oregon

Federal-aid Secondary Project No. S-5(4)

S-5(4)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

38291

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of March, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of October, 1952, a program, which was approved on the 3rd day of November, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 10th day of November, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of fifty-five thousand and 00/100 dollars ($55,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-4

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; (Include date and citation of ct of legislature by which authorized) Chapter 529, Laws 1939.

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, cifications, and/or estimates:

Between survey station 20+56.36 in the NW 1/4, Section 32, T-25-S, R-12-W, W.M. and survey station 406+10 in the NE 1/4, Section 27, T-25-S, R-12-W, W.M., except stations 30+45.17 to 40+10.83,

, length 2.783 miles, in Coos County, ng Oregon Federal Aid / Secondary project No. S-5(4), consisting of 2.783 miles of dway and no bridges, e of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion project, in strict compliance with said plans and specifications, which are by reference made a part eof, under its direct supervision, which shall include adequate inspection throughout the course of conuction, subject at all times to inspection and approval by the Bureau of Public Roads and in ordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following ditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the formance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

TICLE IV. The United States pro rata share of the value of the labor and materials which shall be put into the work covered by this agreement shall not in any event exceed the sum of

fifty-five thousand and 00/100

($55,000.00), which does not exceed the authorized Federal pro rata share of

ninety-four thousand, six hundred thirty-seven and 40/100

($94,637.40), the approved total estimated cost of said project.

PAYMENTS

TICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to ubmit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

y designated by the Highway Department for that purpose and authorized under the laws of said to receive public funds of the State of Oregon
(Name)

h sums as shall not, together with previous payments, exceed the United States pro rata share as specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, e labor and materials which have actually been put into said work in compliance with the require-
ts of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure com-
ion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be de available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.
unds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent aintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Bureau of Public Roads.

MAR 13 1953

JAN 26 1953

Oregon State Highway Department

Federal Aid Secondary
Project No. S-5 (4)

CATCHING SLOUGH-DELLWOOD FERRY SECTION OF THE COOS RIVER HIGHWAY IN COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices)

Salem, Oregon, December 22, 1952

Type Code 6201
Roadway (Sta. 20+56.36 to Sta. 30+45.17)(Sta. 40+10.83 to Sta. 406+10)
(Contract No. 3629)

850	lin.ft.	Galvanized Metal Guard Rail	$ 5.00	$ 4,250.00
80	only	Concrete Sight Posts	9.00	720.00
3,500	cu.yd.	3/4" - 0 Material in Leveling Course and Shoulders	3.90	13,650.00
100	M-gal.	Sprinkling	3.00	300.00
350	cu.yd.	3/4" - 0 Material in Binder Course	5.40	1,890.00
56	ton	RC-3 Asphalt in Binder Course	54.00	3,024.00
6,800	ton	Class "B" Asphaltic Concrete	8.70	59,160.00
34	ton	RS-1 Emulsified Asphalt in Seal Coat	60.00	2,040.00
200	cu.yd.	Aggregate in Seal Coat	5.00	1,000.00
		Subtotal		$86,034.00
		10% Engr. & Cont.		8,603.40
		Total		$94,637.40

Length of Roadway	2.783 Miles
Cost per Mile	$34,005.53

Federal Funds	$55,000.00
State Funds	39,637.40
	$94,637.40

CATCHING SLOUGH-ENEGREN FERRY SECTION

PROJECT NO. S-5 (4)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

November 7, 1952

Oregon State Highway Department

Federal Aid Secondary
Project No. S-5 (4)

CATCHING SLOUGH-ENEGREN FERRY SECTION
OF THE COOS RIVER HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 5, 1952

Type Code 6201
Roadway (Sta. 20+56.36 to Sta. 30+45.17) (Sta. 40+10.83 to Sta. 406+10)

850	lin. ft.	Galvanized Metal Guard Rail	$ 3.60	$ 3,060.00
80	only	Concrete Sight Posts	10.00	800.00
3,500	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	3.00	10,500.00
100	M-gals.	Sprinkling	3.00	300.00
350	cu. yds.	3/4" - 0 Material in Binder Course	4.00	1,400.00
56	tons	RC-3 Asphalt in Binder Course	50.00	2,800.00
6,800	tons	Class "B" Asphaltic Concrete	8.75	59,500.00
34	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	1,700.00
200	cu. yds.	Aggregate in Seal Coat	4.50	900.00
			Subtotal	$80,960.00
			10% Engr. & Cont.	8,096.00
			Total	$89,056.00

Length of Roadway	2.783 Miles
Cost per Mile	$32,000.00

Federal Funds- -	$55,000.00
State Funds- -	34,056.00
	$89,056.00

RECEIVED
DEC 30 1952
FOR FILING

5-5(4)

December 29, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3829 which was awarded to you on November 25 by the State Highway Commission, for paving on the Catching Slough-Enegren Ferry Section of Coos River Secondary Highway in Coos County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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38-1

December 15, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on December 9, 1952 on Contract No. 3829, Catching Slough-Engren Ferry Section in connection with Federal Aid Project No. S-5 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

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DEC
FOR FILING

November 26, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth
Portland 13, Oregon

Gentlemen:

The State Highway Commission on November 25, 1952 awarded to you State Highway Contract No. 3829 for paving on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County. This award was based on your bid of $104,784.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.

cc H. G. Smith
S. H. Probert
SIAC W. M. Franzwa

8-3318 Humbug Mountain park facilities.1952

#3830

RECEIVED
MAR 16 1954
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 15, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3830	8-Final	WOLD BROS.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4687	R- 89551	$ 823.41	3/15/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: to Feb. 11, 1954 without penalty

Completion Date: Feb. 11, 1954

Date Accepted: Feb. 24, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-16-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

jd

[illegible]

RECEIVED
FOR FILING

March 9, 1954

Gold Bros.
Bullards
Oregon

Gentlemen:

The State Highway Commission, at its meeting held on February 24, 1954, had under discussion your request for an extension of time from October 31, 1953 to February 11, 1954 within which to complete your contract No. 3830, covering construction of Humbug Mountain Park Facilities on the Oregon Coast Highway in Curry County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

[illegible]. H. Ash,
Resident Engineer

G. S. Paxson,
Assistant State Highway Engineer

These agree with
the exts. of time
FG

uary 26, 1954

merica

230 South Broadway
Coos Bay, Oregon

Gentlemen:

State Highway Contract No. 3830 for construction of Humbug Mountain Park Facilities on the Oregon Coast Highway in Curry County was completed by the contractor, Wold Bros., on February 11 and was formally accepted by the Highway Commission on February 24, 1954.

Final payment in the amount of $823.41 will be released to the contractor on or after March 3, 1954. The total contract amount is $27,447.15 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Company of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

Portland Service Office

NOTED ON CARD

2-26-54

RECEIVED
FEB 25 1954
FOR FILING

- 3 - 1 X

February 26, 1954

General Casualty Company of America
Huggins Insurance Agency
230 South Broadway
Coos Bay, Oregon

Gentlemen:

State Highway Contract No. 3830 for construction of Humbug Mountain Park Facilities on the Oregon Coast Highway in Curry County was completed by the contractor, Wold Bros., on February 11 and was formally accepted by the Highway Commission on February 24, 1954.

Final payment in the amount of $823.41 will be released to the contractor on or after March 3, 1954. The total contract amount is $27,447.15 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Company of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

Portland Service Office

NOTED ON CARD
3-4-54

RECEIVED
FOR FILING

February 23, 1954

Oregon State Highway Commission

Request for extension of time
No. 5
Last request for
February 24 and 25 meeting.

Gentlemen:

Re: Humbug Mountain Park Facilities
in Curry County, Contract 3830

Herewith a request for an extension of time from the contract completion date of October 31, 1953 to February 11, 1954, in which to complete the work on the Humbug Mountain park facilities, Wold Bros., contractor.

The facilities have been completed for several months with the exception of the installation of the locks for the doors. In order that all locks be master-keyed, the Highway Department furnishes these locks. Shipment of the locks was delayed, and it was February 11 before they were received and the installations made.

The delay has not been in any way the fault of the contractor, and it is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
GSP:gm

RECEIVED
DEC [illegible]
FOR FILING

December 4, 1953

General Casualty Company of America
Huggins Insurance Agency
230 South Broadway
Coos Bay, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Wold Brothers on contract No. 3830, covering Humbug Mountain Park Facilities on the Oregon Coast Highway in Curry County.

This payment, in the amount of $1,793.73, will be released to the contractor on or after December 14, 1953. The retained percentage is $823.41.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

Portland Service Office

NOTED ON CARD
12-4-53

RECEIVED
DEC 30 1952
FOR FILING

5-[illegible]

[illegible]

December 29, 1952

Wold Bros., Contractor
Bullards
Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 3830, which was awarded to you on November 25, 1952 by the State Highway Commission, covering the Humbug Mountain Park Facilities on the Oregon Coast Highway in Curry County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
DEC
FOR FILING

November 26, 1952

Wold Brothers
Bullards,
Oregon

Gentlemen:

The State Highway Commission on November 25, 1952 awarded to you State Highway Contract No. 3830 for construction of park facilities at Humbug Mountain on the Oregon Coast Highway in Curry County. This award was based on your bid of $27,579.40 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.

cc H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franzwa

RFI-139(12) Anlauf-Elkhead Rd. Unit 1952
Structures
#3831

RECEIVED
MAR 16 1954
FOR FILING

[illegible]

[illegible]

March 15, 1954

General Casualty Co. of America
Portland Branch Office
209 S. W. Fourth Avenue
Portland, Oregon

Attention: Mr. [illegible] Burnett

Gentlemen:

We have today received a communication from Babler Brothers, Inc., in which they state as follows:

"Our claim [illegible] against R. E. Meade and Company file 3444 has been paid in full as of March 11th 1954. . ."

This claim was filed against State Highway Contracts Nos. 3831 for structures on the Anlauf-Elkhead [illegible] Unit of the Pacific Highway, Douglas County, and against 3832 for structures on the Divide-Rice Hill Section of the Pacific Highway, Douglas County. This was the only unpaid claim on which we have any record in this office.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

F:md

cc - R. E. Meade & Co.
P. O. Box 223
Grants Pass, Oregon

NOTED ON CARD
3-15-54,

RECEIVED

ROBERT T. MAUTZ
CALVIN H. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN

MAUTZ, SOUTHER, SPAULDING, DENECKE & KINSEY
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

3831

March 15, 1954

Mr. H. B. Glaisyer
Oregon State Highway Department
Salem, Oregon

Re: R. E. Meade & Co.
Babler Bros., Inc. - Claim
Contracts Nos. 3831 and 3832

Dear Sir:

This is to advise that the claim of Babler Bros., Inc. against R. E. Meade & Co. has been fully satisfied and Babler Bros. is withdrawing its claim in the sum of $356.92 which was the remaining unpaid balance of the original claim.

Very truly yours,

John R. Sabin

John R. Sabin

JRS:MP

cc: Secretary of State
R. E. Meade & Co.

RECEIVED
MAR 16 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 12 1954
FOR FILING

[illegible]

3[illegible]

Lewis

March 11, 1954

[illegible]tz, [illegible]tter, [illegible], [illegible]enecke & [illegible]ey
Attorneys at Law
[illegible] of Trade Building
Portland 4, Oregon

Attention: Mr. John [illegible]. [illegible]

Gentlemen:

Thank you for your letter of March 9th advising us that the recent claim filed by [illegible]ubler Brothers against [illegible] Meade [illegible] Company in the sum of [illegible]35[illegible].22 is the remaining unpaid balance of the original claim. This claim, you state, applies to both Contracts Nos. 3921 and 3932.

Very truly yours

[illegible] STATE [illegible] COMMISSION

Secretary

[illegible]

cc - General Casualty Company of America
Portland Service Office
[illegible] S. W. Fourth Avenue
Portland, Oregon

[illegible] Meade [illegible] Company
P. O. Box [illegible]3
[illegible], Oregon

NOTED ON CARD
3-11-54 g

MAUTZ, SOUTHER, SPAULDING, DENECKE & KINSEY
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

March 8, 1954

Mr. H. B. Glaisyer,
Secretary
Oregon State Highway Dept.
Salem, Oregon

Dear Mr. Glaisyer:

This will acknowledge receipt of your letter dated March 2, 1954, to Mr. Calvin N. Souther.

The copy of the claim of Babler Brothers Inc. against R. E. Meade and Company on State Highway contracts No. 3831 and 3832 represents amounts due for equipment rental and represents the remaining balance of the original claim filed with your office. It is the belief of Babler Brothers that the equipment was used on both highway contracts and we have, therefore, referred to both in the claim.

Very truly yours,

John R. Sabin

John R. Sabin

JRS:gh

RECEIVED
MAR 10 1954
OREGON
STATE HIGHWAY COMMISSION

3-8-54

RECEIVED
MAR 12 1954
FOR FILING

[illegible]

3831

Lewis

March 9, 1954

Harold A. Johnson, Insurance
General Casualty Company of America
4[illegible]3 N. E. Sixth Street
Grants Pass, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Babler Bros., Inc., against H. E. Meade and Company. The claim is for equipment rental in the sum of $356.[illegible]2 against Contract No. 3831 for structures on the Anlauf-Elkhead Road Unit and against Contract No. 3832 for three structures on the Divide-Rice hill Section, both projects being on the Pacific Highway in Douglas County.

We have made inquiry as to whether this is a new claim filed by Babler Bros. or whether it is the remaining balance of a claim previously filed by them. To date we have had no reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

H. E. Meade & Company
P. O. Box 223
Grants Pass, Oregon

3-9-54

TO THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned BABLER BROS., INC. has a claim for equipment rental in the sum of Three Hundred Fifty-six and 92/100 ($356.92) Dollars against the bonds taken from R. E. MEADE & COMPANY, as principal and GENERAL CASUALTY COMPANY OF AMERICA, as surety, for the work of the said R. E. Meade & Company on the Anlauf-Elkhead Road Unit Structures on the Pacific Highway in Douglas County, State Highway Contract No. 3831 and on three structures on the Divide-Rice Hill Section of the Pacific Highway in Douglas County, State Highway Contract No. 3832.

BABLER BROS., INC.

By LLOYD BABLER, President.
LLOYD BABLER, President

(SEAL)

ENDORSED
File No. 3444
Filed March 2, 1954
EARL T. NEWBRY, Secretary of State

RECEIVED
MAR 12 1954
FOR FILING

Lewis

[illegible]

3-31

March 9, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: M. McVay

Dear Sir:

This is to acknowledge receipt of your letter of March 3rd to which was attached three copies of a claim filed with your office by Babler Bros., Inc., against R. E. Mead and Company. The claim is for $356.92 against State Highway Contracts Nos. 3831 and 3832 and bears your file No. 3444.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FA:md

NOTED ON CARD

3-9-54

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 3, 1954

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Mautz, Souther, Spaulding, Denecke and Kinsey, Attorneys, Portland, and filed as of March 2nd, a notice of claim by Babler Bros., Inc. in the sum of $356.92, for equipment rental against the bonds taken from R. E. Meade & Company, Principal, and General Casualty Company of America, Surety for work on State Highway Contract Numbers 3831 and 3832.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By M. McVay.
Clerk
Records Division

NF:M
Enc.

RECEIVED
MAR 4 1954
OREGON
STATE HIGHWAY COMMISSION

[illegible]

3-3-54, J

Lewis

RECEIVED
MAR 12 1954
FOR FILING

[illegible]
3831

March 2, 1954

Mautz, Souther, Spaulding, Denecke & Kinsey
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. Calvin N. Souther

Gentlemen:

This is to acknowledge receipt of a copy of a claim that Babler Brothers, Inc., has against R. E. Meade and Company on State Highway Contract No. 3831 and on Contract No. 3832.

On January 12, 1954, we have record of a claim by Babler Brothers in the amount of $1,380.28 against Contract No. 3831 only. Is this latest claim of $356.92 an additional claim or is it a remaining balance of the original claim?

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

3-2-54

Lewis

RECEIVED
FOR FILING

[illegible]

3831

March 2, 1954

R. E. Meade & Co.
P. O. Box 223
Grants Pass, Oregon

Attention: Mr. Thomas M. McKenzie

Gentlemen:

This is in reply to your letter of February 23rd concerning the status of final payments on Contacts Nos. 3831 and 3832.

Regarding Contract No. 3831, a telephone call was made to the office of Babler Brothers again, and we were advised that although your check had been received it had not been considered as payment in full and they declined to release their claim. We have no alternative in this matter other than to withhold final payment until we have been advised that the claim has been taken care of.

It is ascertained that the final estimate on Contract No. 3832 will be completed in about two weeks.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 3/1

3-2-54

File

SAN FRANCISCO
LOS ANGELES
HOUSTON
SEATTLE

TELEPHONE
BEACON 5154

SOULÉ STEEL COMPANY
STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

BRE - 181(a)

3831

February 15, 1954

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

Will you please advise us as to the pay weight on reinforcing steel and the date of acceptance on the following contract held by R. E. Meade and Co., Grants Pass, Oregon.

	Pay Weight	Date of Acceptance
Contract 3831 Various Structures, Divide Rice Hill Section - Anlaugh, Oregon		

Will you please use the attached copy of this letter to fill in the desired information and return it in the self-addressed stamped envelope which is enclosed.

Thank you.

Very truly yours,

SOULE' STEEL COMPANY

Wm H. Mayer
Wm. H. Mayer
Portland District Office Mgr.

WHM/jgs
Encl.

Copy to Gardner
2-16
Copy to Soule
2-18

RECEIVED
FEB 16 1954
OREGON
STATE HIGHWAY COMMISSION

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL

RECEIVED
FOR FILING

CF1-[illegible]

3-[illegible]

February 10, 1954

R. E. Meade and Company
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

As a follow-up to our telephone conversation with your Mr. McKenzie yesterday, we contacted Babler Brothers in Portland concerning the claim they had against your company, and they advised us that your check has been received and they will consider the claim as satisfied. They are sending us a letter to that effect. This claim pertained to Contract No. 3831.

Concerning Contract No. 3832, we have learned that computations have not yet been completed for the final estimate, but it is expected that these computations will be done in the near future. Illness has delayed the final estimate.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
2-10-54

RECEIVED
FEB 5 - 1954
FOR FILING

[illegible]

3831

February 1, 1954

[illegible] Pence & Co.
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 21, 1954, had under discussion your request for an extension of time from October 31 to December 7, 1953 within which to complete your contract No. 3831, for constructing the [illegible] Road Unit Structures on the Pacific Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

[illegible] Palmateer,
Resident Engineer

G. S. Paxson,
Assistant State Highway Engineer

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 1, 1954

(CONTRACT NO.) BFI - 184(12) 3831	(EST. NO.) 9-final	(CONTRACTOR) R. E. MEADE & CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1329	R-86096	$ 7,103.73	1/28/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: to Dec. 2, 1953 without penalty

Completion Date: Dec. 2, 1953

Date Accepted: Jan. 21, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-16-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]
R.R.

NOTED ON CARD
3-16-54

RECEIVED
FOR FILING

[illegible]

[illegible]

January 26, 1954

R & M Construction Company
P. O. Box 426
Central Point, Oregon

Attention: Mr. John B. Robison

Gentlemen:

Thank you for your letter of January 24 advising that R. E. Meade and Company have paid the claim you had against them on State Highway Contract No. 3831 and Contract No. 3832.

We will advise the surety that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
1-26-54

R. & M CONSTRUCTION COMPANY
GENERAL CONTRACTORS
P. O. BOX ~~1678~~ 426
CENTRAL POINT, OREGON

January 24,1954

IN REPLY ADDRESS:
Central Point,Oregon

Oregon State Highway Commission
Salem,Oregon

Gentlemen:

We have received check from R.E.Meade & Company on settlement of our claim with them.

In the letter to us,of which they sent you a copy,they stated that they contested the amount of the bill but paid it to keep thier credit standing with the Oregon State Highway Commission. As they had been sent several statements on this account since July 1953,it seems to us that in that time they had ample time to contest us if they thought the account was in error.

Very truly yours
R & M Construction Company
John B Robison

1-24-54

RECEIVED

RECEIVED
JAN 29 1954
FOR FILING

January 26, 1954

Harold [illegible]. Johnson, Insurance
General Casualty Company of America
[illegible] Sixth Street
Grants Pass, Oregon

Gentlemen:

A letter has been received from R & M Construction Company in which they state that a check has been received from R. E. Meade and Company in settlement of their claim against Meade on State Highway Contracts Nos. 3[illegible]31 and 3[illegible]32 for structures on the Anlauf-Elkhead Unit and the Divide-Rice Hill Section of the Pacific Highway in Douglas County.

We pass this information on as your company appears as surety on the performance bond furnished with the contracts mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

R. E. Meade & Company
P. O. Box 223
Grants Pass, Oregon

1-26-54

RECEIVED
[illegible]
FOR FILING

[illegible]
[illegible]

January 26, 1954

R. & M. Construction Co.,
P. O. Box 426
Central Point, Oregon

Attention: Mr. John B. Robison

Gentlemen:

Thankyou for your letter of January 24 advising that R. E. Meade and Company have paid the claim you had against them on State Highway Contract No. 3831 and Contract No. 3832.

We will advise the surety that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

File

3881

9.18.54

January 20, 1954

Babler Brothers, Inc
4617 S. E. Milwaukee Ave
Portland 2, Oregon

NOTED
H. B. GLAISYER

NOTED
F. QUERY

Gentlemen:

In reviewing our account; our field records do not coinside with your invoices in regards to equipment rental as per the following:

In the month of April, our records show that on March 31st your 15B ½ Yard Drag Line was broken down, and again on April 1st, it only worked 6 hours; therefore we deducted 4 hours at $12.00 which equals $48.00.

Your invoice as of March 31st, our field records do not show any work on March 11th; therefore we have deducted another 4 hours at $12.00 per hour equaling $48.00.

We are also enclosing our Sales Order for $178.84. This was authorized by Mr. Stephenson at the time one of your D-8's walked over three of our timber piling.

We herewith enclose our check for $1,023.36 which is, after applying the above mentioned credits, full payment of our account with you.

Yours very truly,

R E MEADE AND COMPANY

TMM/d
cc:

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Wilbur, Mautz, Souther & Spaulding
Board of Trade Building
Portland 4, Oregon

RECEIVED
JAN [illegible] 1954
FOR FILING

[illegible]

[illegible]

January 19, 1954

Oregon State Highway Commission

Request for extension of time
No. 18
January 21 and 22 meeting.

Gentlemen:

Re: Anlauf-Elkhead Road Unit Structures
Contract No. 3431

The R. E. Meade & Company, contractor for the construction of the Anlauf-Elkhead Road Unit Structures on the Pacific Highway in Douglas County, has requested an extension of time to December 2, 1953, in which to complete the work on this contract. The specified completion date in the contract is October 31, 1953.

All work on this contract was completed before the specified completion date with the exception of placing the concrete slope protection and the drain pipes from the catch basins. There was no inconvenience to the traveling public nor additional expense to the State Highway Department due to the delay in the completion of the project.

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is a copy of the concurrence of the Bureau of Public Roads in this time extension.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encls.

PMS/ds

[illegible]VED
[illegible] 22 1954
[illegible] FILING

Lewis

[illegible]
[illegible]

January 18, 1954

R & M Construction Company
136 Main Street
Central Point, Oregon

Gentlemen:

We have received word in this office that your claim against R. E. Meade and Company on State Highway Contracts Nos. 3831 and 3832 in the sum of $438.50 has been paid.

Will you please let us know as soon as possible if this claim has been settled so that we may clear our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:md

NOTED ON CARD

1-18-54

D
[illegible] REVISED 2-[illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

January 15, 1954

3831
3832

R. E. Meade & Company
General Contractors
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

Thank you for your letter of January 14, 1954, which I received in today's mail. It is noted that you have paid the claim of R & M Construction Company, notwithstanding the fact that you contested it, it being your preference to pay this amount rather than jeopardise your standing with the State Highway Commission.

The State Highway Commission does not want to force any contractor to pay any illegitimate claim, and that contractor's standing with this Commission will not be jeopardised if he refuses to honor such a demand. We, here, have no way of knowing whether or not a claim is a legitimate one against the job, and we therefore treat all of them alike.

The amount, in this instance, is not a large one, and we assume from your letter that the difference between the amount of the claim and the amount that you feel that you owe is not very much so you have decided to pay it and have it over with.

We thank you for your letter and now await word from the R & M Construction Company that their claim against you has been satisfied.

Respectfully yours,

HBGlaisyer

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

Mr. Query: Please ascertain from the R & M Construction Company whether or not they have received satisfaction of their claim.

HBG

1-15-54

RECEIVED
JAN 19 1954
FOR FILING

[illegible]

January 18, 1954

General Casualty Company of America
Harold A. Johnson, Insurance
503 S. [illegible] 6th St.
Grants Pass, Oregon

Gentlemen:

tate Highway Contract No. 3831 for work performed on the Anlauf-Elkhead Road Unit Structures on the Pacific Highway in Douglas County was completed by the contractor, H.E. Meade & Co., on December 2, 1953 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $7,103.73 will be released to the contractor after acceptance by the Commission, providing outstanding claims have been satisfied and this office advised. The total contract amount is $61,030.83 and no force account work was performed on the project.

There is a claim filed against this contract by the R & H Construction Co. for equipment rental in the amount of $138.50, this filing is against contract No. 3832 also. The attorneys for Dabler Bros. have also filed a claim for labor and materials amounting to $1,350.28, of which you have been previously notified.

e are sending you this notice as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

ecretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
eattle 5, Wash.
ttn.: urety Dept.

Portland ervice Office

NOTED ON CARD

1-18-54

RECEIVED
JAN 15 1954
FOR FILING

Lewis

PF1-177(12)

3831

January 13, 1954

Mautz, Souther, Spaulding, Denecke & Kinsey
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. John R. Sabin

Gentlemen:

This is to acknowledge receipt of your affidavit of claim submitted in behalf of Babler Brothers for labor and materials furnished to R. E. Meade and Company on State Highway Contract No. 3831 for structures on the Anlauf-Elkhead Section of the Pacific Highway and on Contract No. 3832 for structures on the Divide-Rice Hill Section of the Pacific Highway.

A copy of each contract and bond is being forwarded by separate mail. No charge is involved.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

NOTED ON CARD
1-13-54

MAUTZ, SOUTHER, SPAULDING, DENECKE & KINSEY
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

January 12, 1954

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Thank you for your letter of December 31, 1953. Pursuant to your request we are enclosing affidavit of claim executed by Lloyd Babler, president of Babler Bros., Inc.

Please send us copies of the Contract and, if possible, of the Bond, advising us of any charges.

Very truly yours,

John R. Sabin
John R. Sabin

JRS:mh
Enclosure

1-12-54

AFFIDAVIT

STATE OF OREGON }
County of Multnomah } ss.

I, LLOYD BABLER, being first duly sworn, depose and say: That I am the president of BABLER BROS., INC., an Oregon corporation, that the said Babler Bros., Inc. has supplied labor and materials to R. E. MEADE & CO., general contractors, in connection with the performance by R. E. Meade & Co. of a contract or contracts for structures on the ANLAUF-ELKHEAD section of the Pacific Highway and the DIVIDE-RICE HILL section of the Pacific Highway in the State of Oregon, that payment for said labor and materials has not been made and that the amount owing to said Babler Bros., Inc. for said labor and materials is $1,380.28.

Lloyd Babler

Subscribed and sworn to before me this 8th day of January, 1954.

N. H. Richards
Notary Public for Oregon
My Commission Expires: NOTARY PUBLIC FOR OREGON
My Commission Expires Dec. 25, 1954

RECEIVED
JAN 15 1954
FOR FILING

Lewis

EFI-139([illegible])

3831

January 7, 1954

R & M Construction Company
P. O. Box 426
Central Point, Oregon

Attention: John B. Robison

Gentlemen:

State Highway Contract No. 3831 awarded to R. E. Meade and Company for structures on the Anlauf-Elkhead Road Unit has not been completed.

Your claim in the amount of $438.58 concerning which you wrote to us on December 27 will be listed in our records against Contracts 3831 and 3832, awarded to R. E. Meade and Company. We also will notify the surety as to which contracts are involved.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
1-7-54

Lewis

RECEIVED
JAN 15 1954
FOR FILING

FFI-199(3)

3831

January 7, 1954

R & M Construction Company
P. O. Box 426
Central Point, Oregon

Attention: John B. Robison

Gentlemen:

State Highway Contract No. 3831 awarded to R. E. Meade and Company for structures on the Anlauf-Elkhead Road Unit has not been completed.

Your claim in the amount of $438.58 concerning which you wrote to us on December 27 will be listed in our records against Contracts 3831 and 3832, awarded to R. E. Meade and Company. We also will notify the surety as to which contracts are involved.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible]

1-7-54

RECEIVED
JAN 15 1954
FOR FILING

BFI-1898(3)

3831

Lewis

January 7, 1954

R & M Construction Company
P. O. Box 426
Central Point, Oregon

Attention: John B. Robison

Gentlemen:

State Highway Contract No. 3831 awarded to R. E. Meade and Company for structures on the Anlauf-Elkhead Road Unit has not been completed.

Your claim in the amount of $438.58 concerning which you wrote to us on December 27 will be listed in our records against Contracts 3831 and 3832, awarded to R. E. Meade and Company. We also will notify the surety as to which contracts are involved.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

1-7-54

R. & M CONSTRUCTION COMPANY
GENERAL CONTRACTORS
P. O. BOX ~~1073~~ 426
CENTRAL POINT, OREGON

January 6,1954

IN REPLY ADDRESS:
Central Point,Oregon

Oregon State Highway Commission
Salem,Oregon

Attention H.B.Glaisyer

Gentlemen:

In regards to your letter of December 29,1953,in regards to our claim against [illegible] Meade & Company.

This equipment was used on contract 3531 & 3532.

we would like to know when contract 3531 was completed.

Very truly yours
R & M Construction Company

John B. Robison

Lewis

RECEIVED
JAN 15 1954
FOR FILING

[illegible]

3831

January 7, 1954

Harold A. Johnson, Insurance
General Casualty Company of America
403 S. E. Sixth Street
Grants Pass, Oregon

Gentlemen:

We have received a note from R & M Construction Company stating that their claim against R. E. Meade and Company in the amount of $433.50 is for equipment rental furnished on State Highway Contracts No. 3831 for structures on the Anlauf-Elkhead Road unit of the Pacific Highway and No. 3832 for structures on the Divide-Rice Hill Section of the same highway.

This information is furnished as a follow-up to our letter of December 29 when we first advised you concerning this claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

R. E. Meade & Company
P. O. Box 223
Grants Pass, Oregon

RECEIVED
JAN 4 - 1954
FOR FILING
KF1-[illegible]
831

file

December 31, 1953

Wilbur, Mautz, Souther & Spaulding
Attorneys At Law
Board of Trade Building
Portland 4, Oregon

Attention: John R. Sabin

Gentlemen:

This is in reply to your letter of December 30, requesting a copy of the contract and bond furnished R. E. Meade and Co. on a State Highway Contract near Drain. R. E. Meade and Co. were awarded two contracts in the vicinity of Drain, one being Contract No. 383 for structures on the Anlauf-Elkhead Section of the Pacific Highway, and the other being for three structures on the Divide Rice Hill Section on the same highway.

Will you please send us an Affidavit of Claim covering the contract involved. We can then forward the proper contract copy.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN

WILBUR, MAUTZ, SOUTHER & SPAULDING
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

R. W. WILBUR
1882-1952
H. B. BECKETT
1912-1950

December 30, 1953

3831
3832

State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer, Secretary

Gentlemen:

We represent Babler Bros., Inc., of Portland, who has furnished machinery and equipment to R. E. Meade and Co., P.O. Box 223, Grants Pass, Oregon, in connection with the Pacific Highway project near Drain (I believe the address was Anlauf, Oregon), and for which Babler Bros. has not been paid.

We would appreciate receiving copies of the contract and bond furnished by R. E. Meade and Co. It is our understanding that R. E. Meade and Co. was the general contractor.

Very truly yours,

John R. Sabin
John R. Sabin

JRS:b

REFERRED TO
Query
BY SECRETARY

OK — but ask him for [illegible]
[illegible]

RECEIVED

RECEIVED
FOR FILING

[illegible]

11597

ASSIGNMENT

No. 4597
By [illegible]

Date: October 19, 1953

Description: Supplemental bill (6 copies) from Western Union Telegraph Company for overpass an Anlauf, Douglas County

Acknowledged by _____ Referred to Gardner ✓

Investigate and report with recommendation
xxx ~~Investigation,~~ such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

NOTED
W. C. WILLIAMS

Assignment executed [illegible] 10-20-53 Report received ______

Remarks: Bill being processed for payment. - [illegible]

1-53-90M

S-200

RECEIVED
FOR FILING

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

R. V. COLE
AUDITOR OF DISBURSEMENTS
C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
E. M. JOHNSON
AUDITOR OF PAY ROLL ACCOUNTS
H. J. KIHN
AUDITOR OF FREIGHT ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
C. S. MacKENZIE
ASST. GENERAL AUDITORS

GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

[illegible] (12)

2881

IN REPLY PLEASE REFER TO

EB 220-113-State of Oregon -
Highway Department

PLEASE RETURN TO
W. C. WILLIAMS

OCT 14 1953

State of Oregon
c/o R. H. Baldock
State Highway Engineer
Salem, Oregon

Gentlemen:

Thank you for your letter of October 5, 1953 regarding agreement audit No. 89859, in connection with highway overpass at Anlauf, Oregon, and agreement audit No. 88911, for highway construction between Anlauf and Divide, Oregon, under terms of which agreements we have outstanding in our accounts $440.37 and $225.27, total $665.64, which represents 10% balance due on original bills rendered against you.

As the matter referred to in your letter regarding final billing under terms of above agreements comes under the jurisdiction of Mr. R. V. Cole, our Auditor of Disbursements, your communication is being forwarded to his office for handling. You will no doubt hear from him in the near future.

Yours truly,

GEO. NELSON

By

NOTED
W. C. WILLIAMS

C. A. CARDNER

RECEIVED
OCT 19 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
OCT 16 1953
[illegible]

RECEIVED
OCT [illegible] 1953
FOR FILING

2-5-53

October 5, 1953

Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Mr. George Nelson
Auditor of Miscellaneous Accounts

Gentlemen:

Re: EB 220-113-State of Oregon
Highway Department

The Anlauf Grade Separation structure is a unit of our Divide-Anlauf Section (Audit Agreement 88911) of the Pacific Highway. Bills for your work under both agreements will be a part of our final statement of cost which we expect to present to the Bureau of Public Roads for audit some time within the next 90 days. Retained amounts on bills under both agreements will be released when we receive the Bureau of Public Roads' audit report on the project.

Do the bills listed in your letter of September 28, 1953 represent final costs for work on the grade separation structure (Audit Agreement 89859)? Does bill 427161 represent final billing for work on the roadway section (Audit Agreement 88911)?

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. C. A. Gardner

CAG:ds fp

No. 4553
By WCW

ASSIGNMENT

Date: October 1, 1953

Description: Letter of September 28 by Geo. Nelson of the Southern Pacific Company, San Francisco, regarding balance due on bills collectible in connection with highway overpass at Anlauf

Acknowledged by _____ Referred to Gardner ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxxReturn with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 10-5-53 Report received ________

Remarks:

S-200

NELSON
UDITOR OF MISCELLANEOUS ACCOUNTS
WEMETT
UDITOR OF CAPITAL EXPENDITURES
WILLSON
UDITOR OF PASSENGER ACCOUNTS

IN REPLY PLEASE REFER TO

EB 220-113-
State of Oregon-
Highway Department

NOTED
1953 W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

We have outstanding in our accounts $440.37 which represents 10% balance due on bills collectible rendered against you under terms of agreement audit No. 89859, dated June 13,1952, for cost of labor and material furnished in connection with highway overpass, Anlauf, Oregon, detail as follows:

Bill No.	Date	10% balance due
425839	November '52	$ 83.52
425841	" '52	53.66
425843	" '52	87.07
427712	December '52	79.69
426335	January '53	79.25
426419	" '53	46.93
428194	February '53	10.25
		$440.37

Will you please advise when we may expect your remittance, amount $440.37, to be forwarded to Southern Pacific Co., care of Treasury Department, 65 Market St., San Francisco 5, California, so that we may be in a position to clear this account from our records.

Your prompt attention and cooperation in this matter will be appreciated.

Yours truly,

GEO. NELSON

By

10% [illegible] audit 89859 [illegible]

RECEIVED
OCT - 1 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
SEP 30 1953
OFFICE OF
STATE HIGHWAY ENGINEER

es-d

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. V. COLE
AUDITOR OF DISBURSEMENTS
C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
E. M. JOHNSON
AUDITOR OF PAY ROLL ACCOUNTS
H. J. KIHN
AUDITOR OF FREIGHT ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
C. S. MacKENZIE
ASST. GENERAL AUDITORS

GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

IN REPLY PLEASE REFER TO
EB 220-113-
State of Oregon-
Highway Department

NOTED
1953 W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

State of Oregon
c/o R. H. Baldock
State Highway Engineer
Salem, Oregon

Gentlemen:

We have outstanding in our accounts $440.37 which represents 10% balance due on bills collectible rendered against you under terms of agreement audit No. 89859, dated June 13,1952, for cost of labor and material furnished in connection with highway overpass, Anlauf, Oregon, detail as follows:

Bill No.	Date	10% balance due
425839	November '52	$ 83.52
425841	" '52	53.66
425843	" '52	87.07
427712	December '52	79.69
426335	January '53	79.25
426419	" '53	46.93
428194	February '53	10.25
		$440.37

Will you please advise when we may expect your remittance, amount $440.37, to be forwarded to Southern Pacific Co., care of Treasury Department, 65 Market St., San Francisco 5, California, so that we may be in a position to clear this account from our records.

Your prompt attention and cooperation in this matter will be appreciated.

Yours truly,

GEO. NELSON

By

To [illegible] audit [illegible] Anlauf [illegible]

RECEIVED
OCT - 1 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
SEP 30 1953
OFFICE OF
STATE HIGHWAY ENGINEER

CEIVED
AUG 5 1953
FOR FILING

3831

BF1-189(-)

3831

Salem, Oregon
August 5, 1953

Memo to R. H. Baldock

On August 3rd we forwarded to the Accounting Division a refund from Western Union Company in the amount of $311.38. This refund was made in connection with the overpass at Anlauf.

Secretary

FAQ:md 8/4

overpass at Aulauf
Western Union
refund of $311.38

notify Bureau
[illegible]

RECEIVED
FOR FILING

BEL 121(2)

3231

No. 4020
By wcw

ASSIGNMENT

Date: **February 16, 1953**

Description: **Bill from Southern Pacific Company re highway overpass, Anlauf, Oregon. (6 copies)**

Acknowledged by _____ Referred to ___**Mr. C. A. Gardiner** ✓

Investigate and report with recommendation
XX ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________ signature

PLEASE RETURN TO
W. C. WILLIAMS

W. C. WILL

Assignment executed ________ Report received ________

Remarks: Bill being processed for payment — cag

K

RECEIVED
DEC 30 1952
FOR FILING

BF1-139(1)

[illegible]

December 29, 1952

R. E. Meade & Co.
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

We enclose herewith fully executed copies of two contracts, which were awarded to you by the State Highway Commission on November 25, 1952, as follows:

Contract No. 3831, covering the Anlauf-Elkhead Road Unit Structures on the Pacific Highway in Douglas County.

Contract No. 3832, covering three structures on the Divide-Rice Hill Section on the Pacific Highway in Douglas County.

An executed copy of each of the above contracts is also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
DEC [illegible]
FOR FILING

[illegible]

[illegible]

November 26, 1952

M. E. Meade & Company
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

The State Highway Commission on November 25, 1952 awarded to you State Highway Contract No. 3831 for construction of four reinforced concrete viaducts on the Anlauf-Elkhead Road Unit Structures on the Pacific Highway in Douglas County. This award was based on your bid of $88,413.50 which was the low bid submitted on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.

cc H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franzwa

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-189 (12)

1731

November 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-189 (12), Anlauf-Elkhead Road Unit (Structures), Pacific Highway, to R. E. Meade and Co. of Grants Pass, Oregon, low bidder in the amount of $88,413.50 at the November 25, 1952 bid opening.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED
[illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

OREGON DISTRICT
BFI-189(12)
3831

BF1-189(12)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

November 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-189(12) Anlauf-Elkhead Road Unit, Divide-Rice Hill Section of the Pacific Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

RECEIVED
NOV 18 1952
OREGON
STATE HIGHWAY COMMISSION

BFI-189(12) Divide-Rice Hill Sec., 1952
Pacific Hwy., Structures
#3832

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 24, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3832	8-final	R. E. MEADE & CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5475	R-R-90309	$ 6,504.91	3/23/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: to Dec. 31, 1953 without penalty

Completion Date: Dec. 22, 1953

Date Accepted: Jan. 21, 1954

Penalties: None of record

Claims: None outstanding of record

Remarks:

Date: 3-25-54

To the Accounting Division:

Release of the above warrant is hereby authorized on 3/26/54.

H. B. Glaisyer
Secretary

Warrant Mailed: A. H. Wicklander

[illegible] ON CARD
3-26-54

RECEIVED
MAR 1[illegible] 1954
FOR FILING

FI 139(12)

[illegible]

March 16, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

State Highway Contract No. 3832 covering three Structures on the Divide-Rice Hill Section of the Pacific Highway in Douglas County was completed by the contractor, R.E. Meade & Co., on December 22, 1953 and was accepted by the Highway Commission on January 21, 1954.

Final payment in the amount of $6,504.91 will be released to the contractor on or after March 26, 1954. The total contract amount is 78,312.05 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

3-16-54 gl

Lewis

RECEIVED
MAR 16 1954
FOR FILING

AFI-117(1)

3832

March 15, 1954

General Casualty Co. of America
Portland Branch Office
209 S. W. Fourth Avenue
Portland, Oregon

Attention: Mr. C. E. Burnett

Gentlemen:

We have today received a communication from Babler Brothers, Inc., in which they state as follows:

"Our claim $356.92 against R. E. Meade and Company file #3444 has been paid in full as of March 11th 1954. . "

This claim was filed against State Highway Contracts Nos. 3831 for structures on the Anlauf-Elkhead Road Unit of the Pacific Highway, Douglas County, and against 3832 for structures on the Divide-Rice Hill Section of the Pacific Highway, Douglas County. This was the only unpaid claim on which we have any record in this office.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - R. E. Meade & Co.
P. O. Box 223
Grants Pass, Oregon

NOTED ON CARD

3-15-54

RECEIVED
FOR FILING

BABLER BROS., INC.
GENERAL CONTRACTORS
4617 S. E. MILWAUKIE AVE.
PHONE EAST 8677
PORTLAND 2, OREGON

LLOYD BABLER
PRESIDENT
RICHARD BABLER
VICE PRESIDENT
JAS. A. POLLOCK
SECRETARY-TREASURER

March 15, 1954

NOTED
F. QUERY

Oregon State Highway Commission
Salem
Oregon

Attention Mr. H. B. Glaisyer
Secretary

Gentlemen:

This letter will confirm the straight telegram sent your office this morning. The wire read as follows:

> OREGON STATE HIGHWAY COMMISSION, SALEM, OREGON
> ATTENTION H. B. GLAISYER, SECRETARY
>
> OUR CLAIM, $356.92, AGAINST R. E. MEADE & CO., FILE NO. 3444, HAS BEEN PAID IN FULL AS OF MARCH 11, 1954, LETTER FOLLOWS

Very truly yours,

BABLER BROS., INC.

R A Richards
R. A. Richards, Office Mgr.

rr
CC: Secretary of State
Attn. E. Libby, Clerk, Records Div.

Mr. John R. Sabin
Mautz, Souther, Spaulding, Denecke & Kinsey

RECEIVED
MAR 16 1954
OREGON
STATE HIGHWAY COMMISSION

noted

R W WILBUR
1892-1952
H. B. BECKETT
1912-1950

This is MONDAY
WESTERN UNION
FOR A FLYING START-
AND TO CLEAR UP
WEEK-END CORRESPON-
DENCE-FAST...
TELEGRAPH

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1201

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

nd day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

11 25

PR.LLA119 PD=PORTLAND ORG 15 1102AMP=

OREGON STATE HIGHWAY COMMISSION, ATTN H B GLAISYER SECY
SALEM ORG=

OUR CLAIM $356.92 AGAINST R. E. MEADE AND COMPANY FILE #3444 HAS BEEN PAID IN FULL AS OF MARCH 11TH 1954 LETTER FOLLOWS=

BABLER BROS INC R A RICHARDS OFFICE MANAGER=

3831
3832

REFERRED TO
Jenny
BY SECRETARY

prepare usual letters & note on card.

NOTED ON CARD
3-15-54.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
MAR 16 1954
OREGON
STATE HIGHWAY COMMISSION

P

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
~~JAMES B. O'HANLON~~
JOHN R. SABIN

MAUTZ, SOUTHER, SPAULDING, DENECKE & KINSEY
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

3832

March 15, 1954

Mr. H. B. Glaisyer
Oregon State Highway Department
Salem, Oregon

Re: R. E. Meade & Co.
Babler Bros., Inc. - Claim
Contracts Nos. 3831 and 3832

Dear Sir:

This is to advise that the claim of Babler Bros., Inc. against R. E. Meade & Co. has been fully satisfied and Babler Bros. is withdrawing its claim in the sum of $356.92 which was the remaining unpaid balance of the original claim.

Very truly yours,

John R. Sabin

John R. Sabin

JRS:MP

cc: Secretary of State
R. E. Meade & Co.

RECEIVED
MAR 16 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 12 1954
FOR FILING

Lewis

[illegible] 17(2)

3932

March 11, 1954

[illegible], [illegible], [illegible], [illegible]
Attorneys at Law
[illegible] of Trade Building
[illegible] 4, [illegible]

Attention: [illegible]

Gentlemen:

Thank you for your letter of [illegible] advising me that the recent claim filed by [illegible] Brothers against [illegible] and Company in the sum of $35[illegible] is the remaining unpaid balance of the original claim. This claim, you state, applies to both Contracts Nos. [illegible] and 3932.

Very truly yours

[illegible] COMMISSION

Secretary

[illegible]

cc - General [illegible] Company of America
[illegible] Service Office
[illegible] Avenue
Portland, [illegible]

[illegible]
[illegible]
[illegible], [illegible]

NOTED ON CARD

3-11-54

RECEIVED
MAR 12 1954
FOR FILING

Lewis

BFI-189(12)

2

March 9, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: M. McVay

Dear Sir:

This is to acknowledge receipt of your letter of March 3rd to which was attached three copies of a claim filed with your office by Babler Bros., Inc., against R. E. Meade and Company. The claim is for $356.92 against State Highway Contracts Nos. 3831 and 3832 and bears your file No. 3444.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

[illegible]
3-9-54, g

RECEIVED
MAR 12 1954
FOR FILING

Lewis

RFI 184([illegible])

3832

March 9, 1954

Harold [illegible]. Johnson, Insurance
General Casualty Company of America
4[illegible]3 N. E. Sixth Street
Grants Pass, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Gabler Bros., Inc., against [illegible] Wade and Company. The claim is for equipment rental in the sum of $31[illegible] against Contract No. 3831 for structures on the Anlauf-Elkhead Road Unit and against Contract No. 3832 for three structures on the Divide-Rice Hill Section, both projects being on the Pacific Highway in Douglas County.

We have made inquiry as to whether this is a new claim filed by Gabler Bros. or whether it is the remaining balance of a claim previously filed by them. To date we have had no reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

[illegible] Wade & Company
P. O. Box 223
Grants Pass, Oregon

[illegible]

3-9-54

RECEIVED
MAR 4 1954
FOR FILING

Lewis

BFI-189(12)
3832

March 2, 1954

Mauts, Souther, Spaulding, Denecke & Kinsey
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. Calvin N. Souther

Gentlemen:

This is to acknowledge receipt of a copy of a claim that Babler Brothers, Inc., has against R. E. Meade and Company on State Highway Contract No. 3831 and on Contract No. 3832.

On January 12, 1954, we have record of a claim by Babler Brothers in the amount of $1,380.28 against Contract No. 3831 only. Is this latest claim of $356.92 an additional claim or is it a remaining balance of the original claim?

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

NOTED ON CARD
3-2-54,

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN

MAUTZ, SOUTHER, SPAULDING, DENECKE & KINSEY
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

R. W. WILBUR
1892-1952
H. B. BECKETT
1912-1950

March 1, 1954

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer

Re: State Highway Contracts
Nos. 3831 and 3832

Gentlemen:

Enclosed herewith is copy of Notice of Babler Bros., Inc. regarding their claim against R. E. Meade & Company for the unpaid balance due them by reason of the above contracts.

We have this date sent a copy of this notice to the Secretary of State pursuant to O.R.S. 279.526 and 279.528.

Sincerely yours,

Calvin N. Souther mp.

Calvin N. Souther

MP
Encl.

RECEIVED
MAR 2 1954
OREGON
STATE HIGHWAY COMMISSION

3-1-54

TO THE STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned BABLER BROS., INC. has a claim for equipment rental in the sum of Three Hundred Fifty-six and 92/100 ($356.92) Dollars against the bonds taken from R. E. MEADE & COMPANY, as principal and GENERAL CASUALTY COMPANY OF AMERICA, as surety, for the work of the said R. E. Meade & Company on the Anlauf-Elkhead Road Unit Structures on the Pacific Highway in Douglas County, State Highway Contract No. 3831 and on three structures on the Divide-Rice Hill Section of the Pacific Highway in Douglas County, State Highway Contract No. 3832.

BABLER BROS. INC.

By Lloyd Babler

Lloyd Babler, President.

RECEIVED
FOR FILING

CT I-187(16)

[illegible]

Lewis

March 2, 1954

R. E. Meade & Co.
P. O. Box 223
Grants Pass, Oregon

Attention: Mr. Thomas M. McKenzie

Gentlemen:

This is in reply to your letter of February 23rd concerning the status of final payments on Contacts Nos. 3831 and 3832.

Regarding Contract No. 3831, a telephone call was made to the office of Babler Brothers again, and we were advised that although your check had been received it had not been considered as payment in full and they declined to release their claim. We have no alternative in this matter other than to withhold final payment until we have been advised that the claim has been taken care of.

It is ascertained that the final estimate on Contract No. 3832 will be completed in about two weeks.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 3/1

FILED ON CARD

3-2-54

R. E. MEADE & CO.

GENERAL CONTRACTORS

P. O. BOX 223 GRANTS PASS, ORE. PHONE 7715

3831
3832

February 23, 1954

H. B. Glaisyer, Secretary,
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have not as yet received payment for either Contract No. 3831 or Conotract No. 3832. We have been in receipt of our final Estimate of our Contract No. 3831 since January 11th. As yet, we haven't received our final Estimate on Contract No. 3832 although the project has been accepted by the State over two months ago.

We urgently need these funds and request that you take direct action so that we may have the money on or about the first.

Very truly yours,

R. E. MEADE & CO.
Thomas M. McKenzie

TMM fje

[illegible]
prepare reply

RECEIVED
FEB 24 1954
OREGON
STATE HIGHWAY COMMISSION

2-23-54

RECEIVED
[illegible]
FOR FILING

February 10, 1954

R. E. Meade and Company
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

As a follow-up to our telephone conversation with your Mr. McKenzie yesterday, we contacted Babler Brothers in Portland concerning the claim they had against your company, and they advised us that your check has been received and they will consider the claim as satisfied. They are sending us a letter to that effect. This claim pertained to Contract No. 3831.

Concerning Contract No. 3832, we have learned that computations have not yet been completed for the final estimate, but it is expected that these computations will be done in the near future. Illness has delayed the final estimate.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
JAN 29 1954
FOR FILING

COPY

EEl-131([illegible])

2

January 26, 1954

R & M Construction Company
P. O. Box 426
Central Point, Oregon

Attention: Mr. John B. Robison

Gentlemen:

Thank you for your letter of January 24 advising that R. E. Meade and Company have paid the claim you had against them on State Highway Contract No. 3831 and Contract No. 3832.

We will advise the surety that your letter has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ: md

RECEIVED
JAN 1[illegible] 1954
FOR FILING

PF1-121(14)
[illegible]

January 26, 1954

Harold [illegible]. Johnson, Insurance
General Casualty Company of America
4[illegible] [illegible]. [illegible] Street
Grants Pass, Oregon

Gentlemen:

A letter has been received from R [illegible] Construction Company in which they state that a check has been received from [illegible] Company in settlement of their claim [illegible] State Highway Contracts Nos. 3[illegible]31 and 3[illegible]32 for structures on the [illegible] Unit and the Divide[illegible] Section of the Pacific Highway in Douglas County.

We pass this information on as your company appears as surety on the performance bond furnished with the contracts mentioned.

Very truly yours

[illegible] STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

R. E. [illegible]eade & Company
P. O. Box 223
Grants Pass, Oregon

NOTED ON [illegible]
1-26-54 gc

RECEIVED
JAN 26 1954
FOR FILING

FFI-18702

3832

January 26, 1954

R & M Construction Company
P. O. Box 426
Central Point, Oregon

Attention: Mr. John B. Robison

Gentlemen:

Thank you for your letter of January 24 advising that A. [illegible]. Meade and Company have paid the claim you had against them on State Highway Contract No. 3831 and Contract No. 3832.

We will advise the surety that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
JAN 22 1954
FOR FILING

Lewis

RFI-199 (12)

[illegible]

January 18, 1954

R & M Construction Company
136 Main Street
Central Point, Oregon

Gentlemen:

We have received word in this office that your claim against R. E. Meade and Company on State Highway Contracts Nos. 3831 and 3832 in the sum of $438.50 has been paid.

Will you please let us know as soon as possible if this claim has been settled so that we may clear our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible]
1-18-54

RECEIVED
JAN 22 1954
FOR FILING

January 15, 1954

R. E. Meade & Company
General Contractors
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

Thank you for your letter of January 14, 1954, which I received in today's mail. It is noted that you have paid the claim of R & M Construction Company, notwithstanding the fact that you contested it, it being your preference to pay this amount rather than jeopardise your standing with the State Highway Commission.

The State Highway Commission does not want to force any contractor to pay any illegitimate claim, and that contractor's standing with this Commission will not be jeopardised if he refuses to honor such a demand. We, here, have no way of knowing whether or not a claim is a legitimate one against the job, and we therefore treat all of them alike.

The amount, in this instance, is not a large one, and we assume from your letter that the difference between the amount of the claim and the amount that you feel that you owe is not very much so you have decided to pay it and have it over with.

We thank you for your letter and now await word from the R & M Construction Company that their claim against you has been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

Mr. Query: Please ascertain from the R & M Construction Company whether or not they have received satisfaction of their claim.

HBG

[illegible]

1-15-54, c

RECEIVED
JAN 22 1954
FOR FILING

January 15, 1954

R. E. Meade & Company
General Contractors
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

Thank you for your letter of January 14, 1954, which I received in today's mail. It is noted that you have paid the claim of R & M Construction Company, notwithstanding the fact that you contested it, it being your preference to pay this amount rather than jeopardise your standing with the State Highway Commission.

The State Highway Commission does not want to force any contractor to pay any illegitimate claim, and that contractor's standing with this Commission will not be jeopardised if he refuses to honor such a demand. We, here, have no way of knowing whether or not a claim is a legitimate one against the job, and we therefore treat all of them alike.

The amount, in this instance, is not a large one, and we assume from your letter that the difference between the amount of the claim and the amount that you feel that you owe is not very much so you have decided to pay it and have it over with.

We thank you for your letter and now await word from the R & M Construction Company that their claim against you has been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

Mr. Query: Please ascertain from the R & M Construction Company whether or not they have received satisfaction of their claim.

HBG

[illegible]

1-15-54, c

R. E. MEADE & CO.

GENERAL CONTRACTORS

P. O. BOX 223 GRANTS PASS, ORE. PHONE 7715

January 14, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We received the copies of your letters dated December 29th and January 7th in regard to the claim that the R and M Construction states that they have against us on contract No. 3831 and 3832 for structure on the Divide-Rice Hill Section of the Pacific Highway.

We have contested this statement but rather than jeopardise our standing with the State Highway Commission we have today put in the mail our check No. 8041 in the amount of $476.96 drawn to the R & M Construction Company. Although we realize that your above mentioned letters did not request that we take this action we feel that it is better to clear the matter up, thereby clearing the Highway Department of our disagreements.

Very truly yours,

R E MEADE AND COMPANY

Thomas M. McKenzie

TMM/d
cc: Harold Johnson, Insurance
403 S E Sixth Street
Grants Pass, Oregon

General Casualty Company of America
General Insurance Building
Seattle 5, Washington

R. & M. Construction Company
Central Point, Oregon

ACKNOWLEDGED
H. B. GLAISYER

1-14-54, &

RECEIVED
JAN 15 1954
FOR FILING

Mrs. Lewis

[illegible]-1.9(12)

3832

January 13, 1954

Mautz, Souther, Spaulding, Denecke & Kinsey
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. John R. Sabin

Gentlemen:

This is to acknowledge receipt of your affidavit of claim submitted in behalf of Babler Brothers for labor and materials furnished to R. E. Meade and Company on State Highway Contract No. 3831 for structures on the Anlauf-Elkhead Section of the Pacific Highway and on Contract No. 3832 for structures on the Divide-Rice Hill Section of the Pacific Highway.

A copy of each contract and bond is being forwarded by separate mail. No charge is involved.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

1-13-54

RECEIVED
JAN
FOR FILING

SFT-189(12)

3832

January 7, 1954

Harold A. Johnson, Insurance
General Casualty Company of America
403 S. E. Sixth Street
Grants Pass, Oregon

Gentlemen:

We have received a note from R & M Construction Company stating that their claim against N. E. Meade and Company in the amount of $432.50 is for equipment rental furnished on State Highway Contracts No. 3831 for structures on the Anlauf-Elkhead Road Unit of the Pacific Highway and No. 3832 for structures on the Divide-Rice Hill Section of the same highway.

This information is furnished as a follow-up to our letter of December 29 when we first advised you concerning this claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:rd

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

N. E. Meade & Company
P. O. Box 223
Grants Pass, Oregon

RECEIVED
JAN 4 - 1954
FOR FILING

EF1-189/18

3832

December 31, 1953

C
O
P
Y

Wilbur, Mautz, Souther & Spaulding
Attorneys At Law
Board of Trade Building
Portland 4, Oregon

Attention: John R. Sabin

Gentlemen:

This is in reply to your letter of December 30, requesting a copy of the contract and bond furnished R. E. Meade and Co. on a State Highway Contract near Drain. R. E. Meade and Co. were awarded two contracts in the vicinity of Drain, one being Contract No. 3831 for structures on the Anlauf-Elkhead Section of the Pacific Highway, and the other being for three structures on the Divide-Rice Hill Section on the same highway.

Will you please send us an Affidavit of Claim covering the contract involved. We can then forward the proper contract copy.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm

WILBUR, MAUTZ, SOUTHER & SPAULDING
ATTORNEYS AT LAW
PORTLAND 4, OREGON

December 30, 1953

C
O
P
Y

State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer, Secretary

Gentlemen:

We represent Babler Bros., Inc., of Portland, who has furnished machinery and equipment to R. E. Meade and Co., P.O. Box 223, Grants Pass, Oregon, in connection with the Pacific Highway Project near Drain (I believe the address was Anlauf, Oregon), and for which Babler Bros, has not been paid.

We would appreciate receiving copies of the contract and bond furnished by R. E. Meade and Co. It is our understanding that R. E. Meade and Co. was the general contractor.

Very truly yours,

John R. Sabin /s/

John R. Sabin

JRS:b

RECEIVED
JAN 15 1954
FOR FILING

[illegible]

3832

[illegible]

December 29, 1953

R & M Construction Company
Post Office Box 426
Central Point, Oregon

Gentlemen:

This is to acknowledge receipt of your statement showing a claim that you have against R. E. Meade and Company in the sum of $438.50 on Contracts Nos. 3832 or 3935.

When a claim against a contract is received, it is our policy to notify the surety and the contractor that it has been received. It so happens that on both of these contracts to R. E. Meade and Company, the surety is the General Casualty Company of America, 403, S. E. Sixth Street, Grants Pass, Oregon.

Contract No. 3832 was completed December 22, 1953, but Contract No. 3935 is still incomplete.

If you feel that you wish to protect your claim for a period longer than six months following completion of the contracts and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. We have attached an excerpt from the Oregon Law outlining the procedure that is necessary.

So that we may keep our records straight, can you advise us as to which contract your claim pertains or if it applies to both of the projects.

Contract No. 3832 is for construction of three structures on the Divide-Rice Hill Section and Contract No. 3935 is for an overcrossing on the Community Hospital Road.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

noted, [illegible]

R. & M CONSTRUCTION COMPANY
GENERAL CONTRACTORS
P. O. BOX XXX 426
CENTRAL POINT, OREGON

December 27,1953

IN REPLY ADDRESS:
Central Point,Oregon

Oregon State Highway Commission
Salem,Oregon

Gentlemen:

We wish to file a Claim againest R & E Meade Company forequipment rental in the amount of $438.50,which was used on contract no 3832 or 3935.

Very truly yours
R& M Construction Co.
John B Robison

RECEIVED
DEC 29 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 15 1954
FOR FILING

RFI-[illegible]

3832

December 29, 1953

Harold A. Johnson, Insurance
General Casualty Company of America
403 S. E. Sixth Street
Grants Pass, Oregon

Gentlemen:

We have received a letter from R & M Construction Company, Post Office Box 426, Central Point, Oregon, in which they state they have a claim against R. E. Meade and Company in the amount of $438.50 for equipment rental used on Contract No. 3832 for construction of three structures on the Divide-Rice Hill Section of the Pacific Highway or on Contract No. 3935 for an overcrossing on the Community Hospital Road of the Pacific Highway in Douglas County.

We have written to them and asked whether the claim pertains to one or both of the projects. When we have further information we will advise you.

This information is furnished as your company appears as surety on Contracts No. 3832 and No. 3935.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

R. E. Meade & Company
P. O. Box 223
Grants Pass, Oregon

noted,

RECEIVED
DEC 30 1953
FOR FILING

December 29, 1953

R. E. Meade & Co.
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 10, had under discussion your request for an extension of time from October 31 to and including December 31, 1953 within which to complete your contract No. 3832, for constructing three structures on the Divide-Rice Hill Section of the Pacific Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

L. R. Allen,
Resident Engineer

G. S. Paxson,
Asst. State Highway Engineer

RECEIVED
DEC 1 1953
FOR FILING

LF1-54(12)

3832

November 27, 1953

Request for extension of time
No. 15
December 10 and 11 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Three Structures on Divide-Rice
Hill Section of Pacific Highway,
Contract No. 3832
R. E. Meade and Company, Contractor

Herewith an application from R. E. Meade & Company asking for an extension of time in which to complete the work on the three structures on the Divide-Rice Hill Section of the Pacific Highway in Douglas County. The extension is requested from the specified completion date of October 31, 1953 to and including December 31, 1953.

The work on the structure is complete with the exception of surface finish, which is being delayed by inclement weather. No inconvenience has been caused to the public, as this section is not open to traffic, nor has there been any additional engineering expense on account of the delay.

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encls.

GSP:gn

RECEIVED
DEC 30 1952
FOR FILING

PT1-1596(1)

December 29, 1952

R. E. Meade & Co.
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

We enclose herewith fully executed copies of two contracts, which were awarded to you by the State Highway Commission on November 25, 1952, as follows:

Contract No. 3831, covering the Anlauf-Elkhead Road Unit Structures on the Pacific Highway in Douglas County.

Contract No. 3832, covering three structures on the Divide-Rice Hill Section on the Pacific Highway in Douglas County.

An executed copy of each of the above contracts is also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

November 26, 1952

R. E. Meade & Company
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

The State Highway Commission on November 25, 1952 awarded to you State Highway Contract No. 4286 for construction of three reinforced concrete structures on and adjacent to the new alignment of the Divide-Rice Hill Section of the Pacific Highway in Douglas County. This award was based on your bid of $76,666.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

SL
encl.
cc H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franawa

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFLm189 (12), Divide Rise Hill Section (Structures), Pacific Highway to R. E. Meade and Co. of Grants Pass, Oregon, low bidder in the amount of $76,666.00 at the November 25, 1952 bid opening.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER,
Highway Engineer

RECEIVED
DEC 2 1952
[illegible]
STATE HIGHWAY COMMISSION

33-3212 Jordan Valley rock production 1952
on the I. O. N. and Jordan Valley Hwy.
[illegible] in the vicinity of Jordan Valley.

RECEIVED
FOR FILING
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
~~Nov. 13, 1953~~

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3833	4-final	C. E. LESEBERG

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22230	R-80399	$ 1,543.81	11/12/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: None

Completion Date: Aug. 18, 1953

Date Accepted: Sep. 24, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-16-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

11-16-53

A

RECEIVED
FOR FILING
[illegible]
[illegible]

November 2, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3833 for rock production on the Jordan Valley Section of the I.O.N. and Jordan Valley Highways in Malheur County was completed by the contractor, C. E. Leseberg, on August 18 and was formally accepted by the Highway Commission on September 24, 1953.

Final payment in the amount of $1,543.81 will be released to the contractor on or after November 12, 1953. The total contract amount is $51,460.28 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Bernard Eastman
P. O. Box 2
Nyssa, Oregon

NOTED ON CARD

11-2-53, J

RECEIVED
FOR FILING

September 11, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to G. E. Leseberg in connection with contract No. 3833, for rock production on the Jordan Valley Section of the I.O.N. and Jordan Valley Highways in Malheur County.

This payment, in the amount of $5,734.44, will be released to the contractor on or after September 22, 1953. The retained percentage is $1,543.81.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Bernard Eastman
P. O. Box 2
Nyssa, Oregon

NOTED ON CARD

Form E-1—10M

23-8313

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 29, 19 53

Section Jordan Valley

Kind of work Rock Production

Highway I.O.N. and Jordan Valley

Section prefix 23-8313

Contractor C.E.Leseberg

Contract number 3833

Date of contract November 25, 19 53

Date of completion August 31, 19 53

Date work started May 29, 19 53

Estimated date of completion , 19

Amount of contract . . . . $ 50,008

Per cent of time elapsed 99 %

Estimated cost of completed project, exclusive of engineering . . . . $ 51,460.24

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 1900, 47.5 %

Date project was completed August 18, 19 53

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed crushing on August 18 and completed movement from the pit on August 26.

2 men in office part of week figuring stockpile quantities and preparing semi-final Estimate. Estimate is ready and waiting for return of Resident to be signed and submitted.

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

Signed L.C.Johnson by:

Address Ontario,Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			58.3		
Miles partially completed					
Miles completed			58.3		
Total estimated quantities			15448.4		
Estimated quantities moved or placed to date			15448.4		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Cloudy		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

State Printing

RECEIVED
DEC 30 1952
FOR FILING

[illegible]

[illegible]

December 29, 1952

Mr. C. E. Leseberg
201 Reece Avenue
Nyssa, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3833 which was awarded to you on November 25 by the State Highway Commission, for rock production on the Jordan Valley Section of the I.O.N. and Jordan Valley Highways in Malheur County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

November 26, 1952

Mr. C. E. Leseberg
201 Reece Ave.
Nyssa, Oregon

Gentlemen:

The State Highway Commission on November 25, 1952 awarded to you State Highway Contract No. 3633 for a Rock Production Project on the Jordan Valley Highways in Malheur County. This award was based on your bid of $50,008.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.

cc H. G. Smith
S. H. Probert
SIAC W. M. Franzwa

24-10[illegible] Water St.-Commercial St. Unit, 1952
Center St. (Salem) bridge section of
#3834 the Salem-Dallas Hwy., in Salem.

RECEIVED
FOR FILING

December 21, 1953

United States Guarantee Company
90 John Street
New York 7, N. Y.

Gentleman:

State Highway contract No. 3834 for work performed on the Center Street Bridge, Salem, Water Street-Commercial Street Unit of the Salem-Dallas Highway in Marion County was completed by the contractor, Warren Northwest, Inc., on September 25, 1953, and was formally accepted by the Highway Commission on October 29, 1953.

Final payment in the amount of $483.19 will be released to the contractor on or after December 31, 1953. The total contract amount is $19,843.30 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

bc
cc: Rodgers Insurance Agency, Inc.,
803 Title & Trust Bldg.,
Portland 4, Oregon

[illegible] ON CARD
12-31-[illegible]

Form E-1—1004—11-51

-1-1055

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 28, 1953

Section Water St. - Commercial St., Unit Center St. (Salem) Bridge

Kind of work Grading & Paving

Highway Salem - Dallas

Section prefix 24-1055

Contractor Warren Northwest Inc

Contract number 3834

Date of contract November 25, 1952

Date of completion September 30, 1953

Date work started August 10, 1953

Estimated date of completion September 25, 1953

Amount of contract $19,881.04

Per cent of time elapsed 98.71 %

Estimated cost of completed project, exclusive of engineering $19,381.04

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $4594.70, 104.96 %

Date project was completed Sept 25, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final data to Division Office Wed. 25th.

NOTED
FORREST COOPER

RECEIVED

Signed J F McGee

Address Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Showers		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	Fair		
Saturday	Cloudy		

State Printing 53362

FORM [illegible]

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

24-1055

October 23, 1953

C
O
P
Y

3834

Oregon State Highway Commission

Gentlemen:

We have four construction projects either finished or now being finished, on which the project authorization has been exceeded in excess of the five per cent limit established by the Commission.

The four projects and reasons for overrun of project authorizations are as follows:

Noble Slough-Foster Section of the
Santiam Highway, Contract No. 3918:

This project apparently will overrun approximately $25,000, which is an eight per cent overrun of the project authorization. This overrun was caused solely by a slide of considerable magnitude which occurred in the narrow canyon section of the project and resulted in excess excavation items, plus haul, in the approximate amount of the overrun.

Middle Unit, Reedsport-Dean Creek Section of the
Umpqua Highway, Contract No. 3752:

There is an anticipated overrun of the project authorization in the amount of $22,000, which is a 6.15 per cent overrun of the authorization. This overrun again was caused mainly by slides, which, while of a small nature, considerably increased the cost of excavation and haul. There actually was an overrun of approximately $29,000 in excavation items, but some saving on other items, including about $4,000 in engineering, reduces the total overrun to the above-mentioned $22,000.

Winchester Bay-Clear Lake Unit of the
Oregon Coast Highway, Contract No. 3656:

The project authorization will apparently overrun in an amount of approximately $67,000, which is an approximate eight per cent overrun of the authorization. This overrun again is occasioned almost entirely by excess excavation items and haul occasioned by slide conditions. The total amount of excavation items bid on was $428,000, whereas the actual cost of the materials necessary to move was $491,000, which is an increase of $63,000.

Water Street-Commercial Street Unit, Center Street Bridge Project in Salem, Contract No. 3834:

Unanticipated items encountered during construction, principally necessary for additional pavement required to obtain satisfactory curb radius, resulted in an overrun of $5,000. This is a small amount of money, but as it was a small project the overrun is in excess of the Commission's limit.

This matter will be on the next agenda, and it is respectfully requested that the project authorizations be increased as follows:

Noble Slough-Foster	$25,000
Reedsport-Dean Creek	22,000
Winchester Bay-Clear Lake Unit	67,000
Water Street-Commercial Street Unit, Center Street Bridge Project, Salem,	5,000

We are doing everything we can to decrease these overruns, but most of them are impossible to eliminate. Fortunately we have underruns on considerable magnitude which more than offset the overruns.

See: Current contracts gen

For your information I attach hereto a listing of projects recently completed or now being completed which show an aggregate underrun of the project authorizations of slightly in excess of $388,000.

Very truly yours,

/s/ R. H. Baldock

R. H. Baldock
State Highway Engineer

Encl.

RECEIVED
[illegible] 1953
FOR FILING

24-[illegible]

[illegible]

October 23, 1953

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

It is the intention of the State Highway Commission to release to Warren Northwest, Inc. a portion of the funds heretofore retained by the Commission on contract No. 3834, covering the Center Street Bridge in Salem Section the Water Street-Commercial Street Unit on the Salem-Dallas Highway in Marion County.

This payment, in the amount of $4,491.97, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $598.77. The present payment will be released on or after November 2, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
[illegible]

FOR FI

FORM E-30

24-1055

2539

24-1055

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 17, 1953

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
Department

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith a copy of a letter from J. F. McGee, Resident Engineer, relative to contemplated overrun due to changes in design of the Water Street-Commercial Street Unit of the Center Street Bridge Section, Contract No. 3834, in Salem.

Mr. McGee's letter is self-explanatory and lists details pertinent to the various items which enter into the increased job cost, together with the circumstances causing the changes.

Yours very truly,

JDWalker
J. D. Walker
Division Engineer

JDW: AM

REFERRED TO
By Construction Engineer

REFERRED TO
Williams
By Construction Engineer

Salem, Oregon
August 10, 1953

24-1055

Overrun of Contract #3834 Items.

Mr J. D. Walker
Division Eng'r.,
Highway Bldg.,
Salem, Oregon

Dear Sir:

A study has been made as to the cost of Contract #3834, Water St.-Commercial St. Unit, Center St. (Salem) Bridge Section of the Salem-Dallas Highway, a grading and paving project, widening Center Street.

When the location data reached the Salem Office, Mr Williams changed the typical section and the project was refigured in the Salem Office using the original data as a basis from which to figure the new typical section.

Since the contract was let, we have replanned the job and find that some of the items will increase as follows;

ITEM NO.	ITEM	QUANTITY UNIT	UNIT PRICE	ADDITIONAL COST
2	Removal of Pavement The increase in this item is due to the property owners requesting permission from the City Council to let them have continuous driveways across their frontage. The City Council granted their request by Resolution #6401.	67 Sq. Yds.	$1.00	$67.00
4	Structual Excavation, Unclassified Due to raising the grade because of project design change, the drainage between Commercial and Front Streets on the South side of Center Street, had to be changed. It was necessary to locate new catch basin around radius on to Commercial Street; also to pick up roof drain water that would have been brought into the gutter and carry same to a cleanout box.	9 cu. Yds.	$4.00	36.00
6	8-inch Sewer Pipe See explanation Item #4.	66 Lin Ft	$1.75	115.50
7	10-inch Sewer Pipe The arrangement of the drainage in order to save on the amount of 8-inch pipe used, makes it necessary to relay approximately 12 feet of 6-inch pipe using 10-inch Sewer Pipe between existing catch basin at sta 31+85.9(which will be used as a clean-out box) and the manhole for the 36" State Sewer, this will take care of additional water being brought to this point.	12 " "	$2.50	30.00

Continued

10 Adjusting Catch Basins 1 Only $25.00 $25.00

The old catch basin at sta 36+12 was eliminated when original location was changed in the Salem Office. Since that time Mr Stevenson of the Bridge Dept's and Mr J.D.Walker, gave orders to pave around Center St Bridge Bent #4 and between new railroad spur track and main line track. This necessitates adjustingthe existing catch basin mentioned above.

17 Concrete Driveways 187 Sq Yds $3.50 654.50

The Driveway Item increased because of the City Council's Resolution #6401, permitting the property owners extra length of driveways.

19 3"-0 Material in Base ~~100~~ 275 Cu Yds $2.25 ~~225.00~~ 618.75

The Base Rock is being increased as it is to be used over the existing pavement to fill in as the pavement grade was raised to meet conditions of the new project design. The old typical section left the drainage at the existing gutter 8.1 feet in from new curb. The new typical section raises the grade and puts the drainage out 42.9 from the centerline at the new gutter line.

20 3/4"-0 Material in Base 75 Cu Yds $4.50 337.50

Same reason as Item #19.

22 3/4"-0 Material in Binder 20 Cu Yds $6.00 120.00

There was no binder rock figuredfor area over the existing pavement but now that most of it will be covered with base rock, some will be needed.to get the street crown the City demands. The Standard City Crown for width of street (86') which we are building, calls for 1.43 feet. The city Eng'r., is allowing us to use 0.87' but in some cases we are not able to even get that amount.

23 RS-2 Emulsified Asphalt 20 Tons $55.00 1100.00

Needed to bind Items 19, 20, & 22.

24 Class "B" Asphaltic Concrete ~~500~~ 350 " $9.50 ~~4750.00~~ 3325.00

In order to get some of the crown the city demanded, the pavement grade had to be raised making it necessary to cover most of the existing pavement with base rock. The Salem Office figured to cover the widening area with 5" of Asphaltic Concrete and the existing pavement with an average 3", ending the paving at the East gutter line of Front Street. Now it is planned to cover the existing pavement with 5" of pavement and to pave most of the intersection at Front and Center Strs.

Price Aggrement 6" Concrete Sewer Pipe 54 Lin Ft $1.50 81.00

To take care of roof drain and catch basin at Bundy's Car Service.

Requested by city, approved by Mr Walker, Removal of 30' curb $0.50 15.00

Sub Total ~~$7556.50~~

Saving on Item #12(Concrete Curbs $315.00) & Item #18(Concrete Walks $289.25) due to more of Item #17(Concrete Driveways). -$604.25

Additional Authorization to complete Work ~~$6952.25~~

Continued

Additional Work Not Covered By Project.

The City Fire Hydrant at the N. W. Corner of the intersection of Center and Front Streets has to be moved to the West side of the railroad spur that was moved under the Bridge Contract; this hydrant is to supply water to any fire West of the tracks in case of the area being blocked by a Train. The best location available is between the two columns of Bridge Bent #4. An island is needed to protect the installation and to keep the traffic from driving between the two columns at that point.

Item #13 Concrete Islands	4 Cu Yds	$48.00	$192.00

The City of Salem is going to request an item of work at the N.W. Corner of the intersection of Center and Front Streets, where the new R.R. Spur was constructed under the Bridge Contract. The installation has left a condition that needs a curb to control traffic and drainage etc., cost as follows;

Item #11 General Excavation	11 Cu Yds	$2.00	$22.00
" 19 3"-0 Material in Base	6 " "	2.25	13.50
" 12 Concrete Curb (Approx 90')	3 Cu Yds	45.00	135.00
" 22 3/4"-0 Material in Base	1 Cu Yd	4.50	4.50
" 24 Class "B" Asphaltic Con.	2 Tons	9.50	$ 19.00
		Sub Total	$194.00

The total additional authorization needed to cover the above listed work above the amount covered by the contract and shown on the setup sheet as $19,258.65, amounts to Total ~~$7858.25~~ 6307.00

Respectfully Yours

F. McGee

John F. McGee
Resident Engineer.

CO'N:co'n
2 Copies

RECEIVED
AUG 11 1953
DIVISION ENGINEER

RECEIVED
DEC 30 1952
FOR FILING

24-1[illegible]

December 30, 1952

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3834, which was awarded to you on November 25 by the State Highway Commission, for grading and paving on the Water St.-Commercial St. Unit of the Center St. Bridge Section (Salem) on the Salem-Dallas Highway in Marion County. This copy is for your records and files.

We are also sending a copy of the above contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

November 26, 1952

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission on November 25, 1952 awarded to you State Highway Contract No. 3834 for construction of curbs, islands, driveways and walks on the Water Street-Commercial Street Unit, Center Street (Salem) Bridge Section of the Salem-Dallas Highway in Marion County. This award was based on your bid of $16,468.80 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.
cc H. G. Smith
S. H. Probert
SIAC W. M. Franzwa

F-FI-303(7) White School Junction Grade 1952
Separation
#3835

ECEIVED
MAR 1 8 1954
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 15, 1954

ONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
835	4-final	BIRKEMEIER & SAREMAL

OUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25	B-89565	$ 3,022.13	3/15/54

. H. B. Glaisyer:

e warrant listed above is in payment of the final estimate of the above described ntract. The warrant will be held in the Accounting Division until advised by you at release is authorized.

ACCOUNTING DIVISION

---

ecified completion Date: Oct. 31, 1953

ime Extensions: None

ompletion Date: Oct. 30, 1953

te Accepted: Dec. 10, 1953

enalties: None of record

aims: None of record

emarks:

---

te: 3-16-54

the Accounting Division:

elease of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

arrant Mailed:

ON CARD

3-17-54

RECEIVED
MAR 8 1954
FOR FILING

1 - F I	3(7)
3835	

March 5, 1954

General Casualty Company of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3835 for construction of grade separation on the White School Junction Section of the Pacific Highway in Marion County was completed by the contractor, Birkemeier & 'aremal, on October 30, 1953 and was formally accepted by the Highway Commission on December 10, 1953.

Final payment in the amount of $3,022.13 will be released to the contractor on or after March 15, 1954 The total contract amount is $31,393.88 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

Portland Service Office

NOTED ON CARD
3-5-54

RECEIVED
FOR FILING
7-71-303(7)
OREGON DISTRICT
3[illegible] 5

R R

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 30, 1952

Copy to Mr. Probert
12-30-52

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Approval of P. S. and E. documents for Oregon Project F-FI-303 (7), White School Junction Unit of the West Portland-Hubbard Highway, was given subject to a Washington Office ruling on the 500-foot experimental section where a rubber additive is to be used in the asphaltic concrete.

The Washington Office has advised that they have no objection to inclusion of the section as an experimental project. They believe the installation would have considerable value as it would permit continuing observation of an experiment subjected to climatic conditions somewhat different from those prevailing on other experiments in the South and East.

Accordingly, the Division Office has approved the total length and total cost of the project for Federal participation.

Very truly yours,

C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

By
A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED

RECEIVED
DEC 30 1952
FOR FILING

F-F1-303(2)

December 29, 1952

Birkemeier & Saremal
301 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

We enclose herewith, for your files, a fully executed copy of contract No. 3835 which was awarded to you on November 25, 1952 by the State Highway Commission, covering the White School Junction Grade Separation on the Pacific Highway in Marion County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

November 26, 1952

Birkemeier & Saremal
301 Lewis Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission on November 25, 1952 awarded to you State Highway No. 3835 for construction of a concrete viaduct on the West Portland-Hubbard Highway in Marion County. This award was based on your bid of $28,510.80 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.

cc H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franswa

F-FI-303(7) White School Jct. Unit, 1952
Barbur Blvd.-White School Sec.,
#3836 W. Portland-Hubbard Hwy.

RECEIVED
MAR 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date) March 16, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3836	11-Final	Roy L. Houck & Son

F-FL-32(7)

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5149	R-145983	$ 1,938.12	3/16/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 30, 1953

Time Extensions: to July 30, 1954

Completion Date: July 22, 1954

Date Accepted: Sept. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-19-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: MAR 19 1956

Ruth Rawlings

RECEIVED
DEC 1 - 1954
FOR FILING

[illegible]

November 30, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 3836 for work performed on the Barbur Blvd.-White School (White School Junction Unit) Section of the West Portland-Hubbard Highway in Marion County was completed by the contractor, Roy L. Houck & Son, July 22 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $1,938.12 will be released to the contractor on or after December 10, 1954. The total contract amount is $64,657.26, of which amount $627.97 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

11-30-54

RECEIVED
SEP 20 1954
FOR FILING

September 17, 1954

General Casualty Company of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Roy L. Houck & Son on contract No. 3836, covering grading and paving on the Barbur Blvd.-White School Section of the West Portland-Hubbard Highway in Marion County.

This payment, in the amount of $3,208.60 will be released to contractor on or after September 27, 1954. The retained percentage is $1,939.77.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

do

NOTED ON CARD

7-17-54 s

RECEIVED
AUG 27 1954
FOR FILING

F-FI-303 (7)

[illegible]

August 26, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 22, 1954 on Contract No. 3836, White School Junction Unit, Barbur Boulevard-White School Section, in Marion County, in connection with Federal Aid Project No. F-FI-303 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:dw

cc: John Cattrall

Form E-1

F-I-I 303(7)
3836

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 24, 19 54

Section White School Jct. Unit, Barbur Blvd-White School

Kind of work Grading and paving

Highway West Portland-Hubbard

Section prefix 24-1057

Contractor R. L. Houck & Son

Contract number 3836

Date of contract November 25, 19 52

Date of completion Sept. 30, 19 53

Date work started March 9, 19 53

Estimated date of completion July 31, 19 54

Amount of contract $ 64656.24

Per cent of time elapsed 100 + %

Estimated cost of completed project, exclusive of engineering $ 72405.37

Per cent of contract completed, based on total contract price 99 %

Engineering cost to date $ 7400.00, 150 %

Date project was completed JULY 22, 19 54

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Paving by Acme Const. Co. Mon., Tues. and Wed. July 19, 20 and 21. Completed paving. Total tonnage; 2853.56. Put in Traffic markers Thurs. July 22.

State forces on signs, lights, and painting July 19, 20, 21 and 22. All lines opened to traffic July 22, Thurs.

Pavement with rubber addititive laid Monday July 19, Station 894+33 to 897+97 "C" line. Used approx. (5lbs per ton - 120 tons) 600 lbs rubber.

There is left to be done some shoulder work and state force guard rail and landscaping.

Engineers supervising work, checking materials.

NOTED
SMITH

NOTED
B. A. MARTIN

P P Whitmore

Signed P. P. Whitmore, Res. Eng.

Address Salem, Oregon

RECEIVED
JUL 26 1954
CONS

NOTED
FORREST COOPER

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.6	0.6			0.6
Miles partially completed					
Miles completed					
Total estimated quantities	10900	14500		23.5	2853.56
Estimated quantities moved or placed to date	10900	13925		23.5	2853.56
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					25

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	13						
Men and teams							
Men and trucks under 3 tons	2						
Men and trucks over 3 tons	8						
Men and tractors roller	1						
Finish machine	1						

Equipment used during week: Shovels ....1...., Power graders ....1...., Rollers ...1...., Mixers ..1......, Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	all		
Wednesday			
Thursday	Week		
Friday			
Saturday			

RECEIVED
JUL 13 1954
FOR FILING
[illegible]
[illegible]

July 9, 1954

Oregon State Highway Commission

Gentlemen:

On the White School Junction Unit, West Portland-Hubbard Highway, it appears that the project authorization of $69,606 will be overrun approximately $11,800. This overrun is occasioned by additional cost of paving shoulders, not originally contemplated, and the installation of luminaire units and additional signs and lighting not included in the original authorization.

This matter will be on the next agenda, and I respectfully request your approval of the additional project authorization of $11,800 on Contract No. 5836.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert
Mr. H. G. Smith
Mr. C. M. Maison

WCW:me er

RECEIVED
DEC 30 1953
FOR FILING

December 29, 1953

Roy L. Houck & Son
1585 N. 20th St.
Salem, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 10, had under discussion your request for an extension of time from September 30, 1953 to July 30, 1954 within which to complete your contract No. 3836, covering the White School Unit, Barbur Blvd.-White School Section of the West Portland-Hubbard Highway in Marion County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you forfailure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

P. O. Whitmore,
Resident Engineer

H. G. Smith,
Construction Engineer

R

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NOV 1953
FOR FILING

F-F1-202

3836

November 5, 1953

Oregon State Highway Commission

Request for extension of time
No. 3
December 10 and 11 Meeting

Gentlemen:

Herewith request from Roy L. Houck & Son for an extension of time on the White School Junction Unit, Market Boulevard-White School Section of the West Portland-Hubbard Highway, Contract No. 3836, from September 30, 1953 to July 30, 1954.

Due to the failure of the bridge contractor to have his piers in place according to the schedule proposed, it was impossible for the grading contractor to complete the approaches in time to do the paving work this year. The section will not be of any value until the Willamette River-Marion County Line Section is completed next year, and I recommend, therefore, the extension be granted without penalty.

Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
OCT 26 1953
FOR FILING

F-FI-303(7)

3-21

October 20th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the White School Junction Unit, Contract #3836, Oregon FI-303(7), from September 30th, 1953, to July 30th, 1954, to Roy L. Houck & Son, contractors.

Because of the failure of the bridge contractor to have his piers in place in accordance with his schedule, it was not possible for the grading contractor to complete the bridge approaches until such time as it was too late to do the paving this year. The section will not be of much value to the traveling public until the Willamette River-Marion County Line Unit is completed, and I would, therefore, recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

R

cc to: H. G. Smith

RECEIVED

FORM E-30 25M 9-51 52315

F-FI-3[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 18, 1953

SUBJECT:

To:

Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The Subcontract between R. A. Heintz Construction Company and Parker & Fuhrman, covering items 28, and 30 to 35 inclusive, on the Barbur Blvd.-White School Section of the West Portland-Hubbard Highway, Oregon BFI-303(4,5), is approved and you may so inform the interested parties.

Four copies of the Subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js

Encl.

cc W. C. Williams
C. G. Polk

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 27, 1953

To: [illegible]

SUBJECT: Test Section Study—[illegible] to School
Marion County [illegible] Section
West [illegible]—[illegible] Highway

Reference is made to our letter of January 30, 1953 to Mr. W. C. Williams on the above subject, in which letter we outlined a suggested approach to the test section study. Will you thus proceed to implement several phases of this study, coordinating the crack and soil survey study with Mr. [illegible]'s office and maintenance with Mr. Collier's office. Briefly restated, there are five basic increments to the study which are as follows:

1. Obtaining crack data.
2. Obtaining soil samples.
3. Obtaining over the road weights.
4. Obtaining vehicular volume data.
5. Obtaining cost data — construction and maintenance.

Will you arrange with Mr. Sipprall's office to have [illegible] obtain loadometer weight data on the existing highway on the same schedule that you are obtaining weights at the Hubbard and [illegible] scales. This will mean that you should have loadometer studies shortly. Will you also check with Mr. Sipprall to determine the status of the installation of a special weighing device in this section.

In addition to other factual data discussed today and [illegible] in our letter of January 30 to Mr. Williams, I think it would be well to obtain a number of still shots as well as colored movies of sections of this highway so that we may have a permanent record. Another test for study that could be made by Mr. Webber, of the construction department, would be roughometer tests. I think it would be well to prepare semi-annual reports of progress on the several phases of the study so that they can be submitted to Mr. Williams for review and comment.

J. Al Head

J. Al Head
Assistant Traffic Engineer

NOTED
W. C. WILLIAMS

JAH:wm
cc:
H. J. Smith
A. Collier
W. C. Williams
R. B. Sipprall

FORM E-90 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1953

SUBJECT: Test Section Study - White School
Marion County Line Section
West Portland-Hubbard Highway

To: W. C. Williams

In December during my absence from the State you asked Mr. Head to give thought to conducting a Test Section Study on the West Portland-Hubbard Highway 2-lane Portland cement concrete pavement between White School and the Marion County line. We have given this particular subject study. I might mention that we did have some correspondence with the Bureau of Public Roads and I quote the following from a letter written to the planning section from Mr. C. G. Polk under date of October 14, 1952.

"During Mr. Fairbank's recent visit in this Division the concrete pavement on FA Route 42, West Portland-Hubbard Highway, (which section was built in 1940) was discussed as a possible test section in consideration of the heavier traffic anticipated there upon the completion of the Wilsonville Bridge and the contiguous route improvement. It is thought that tests on this pavement might prove to be especially valuable considering that traffic to date has been of low volume and light in nature and that the effects of weathering and settlement have occurred over the past 12 years and can therefore be evaluated, such that the effects of the heavier loads to be imposed could be readily noted.

"May we have your reactions as to the possibility of including this section in the Oregon operations as well as the feasibility of extending the study into other preferably newly constructed sections."

We have not responded to this communication formally, but informal discussions have been had to the effect that we were favorably inclined to including this "in the extending Odometer Studies". It is questionable as to whether you would wish "to tie in" this study with planning survey activities, but it would be my recommendation that we do and that we carry the cost of the work in our Planning Survey Program. There are sufficient funds already budgeted to care for this cost providing we stay within the limitation of the work outlined hereinafter.

Movies
Roughomoter
Photos

RECEIVED
FEB 20 1953
TRAFFIC ENGINEER

Our thinking with respect to study would embrace obtaining the data for five basic increments to wit:

1. Obtaining crack data.
2. Obtaining soil samples.
3. Obtaining over the road weights.
4. Obtaining vehicular volume data.
5. Obtaining cost data -- construction and maintenance.

With respect to these five items we have discussed with Mr. Ray Webber of the Construction Department, the first two items and offer the following comments with respect thereto.

1. Obtaining crack data.
   Obtain a complete crack survey of the entire length of this section, some four miles in length, both before and at periodical intervals after the section has been opened to through traffic. These crack surveys will be obtained by the use of resident engineers and their personnel.

   The Bureau of Public Roads in their Test Section Studies recommend the obtaining of cross section level notes for the entire section. It is questionable if such level notes would be of value because of the tendency for concrete to warp with variations in the temperature. Mr. Webber has suggested in light of this tendency for concrete to warp, that we select a minimum of two sections; one in a cut area and one in a fill area and obtain level notes only on these two. These level notes again would be obtained through the resident engineers and their help.

2. Obtaining soil samples.
   Representative soil samples would be obtained from the entire length of the section. Mr. Webber has indicated that he is quite familiar with this particular section and that the number of soil samples will be relatively few inasmuch as the greater portion of the section has been constructed on a fairly uniform classification of soil. The soil samples and analysis will be obtained through Mr. Webber.

3. Obtaining over the road weights.
   I understand that Mr. Baldock has requested Mr. Stiffler and Mr. Sipprell to give consideration to obtaining and installing a weighing device whereby the weights of vehicles can be obtained and recorded while in motion. This matter was discussed by Mr. Head of this office with Mr. Stiffler and Mr. Sipprell

and preliminary exploration reveals that possibly an installation could be made between the junction of the Salem Expressway connection and the Willamette River Bridge. If such weighing device were installed in this section, it could be used in this study as soon as the overall route is open to traffic. For the purpose of research, the weighing device should definitely have a graphic recording mechanism so that the maximum number of samples could be obtained. We do not have cost data on this unit, but I understand that Mr. Stiffler does. At the outset, however, we would beginning with February of this year start developing weight data on a quarterly cycle of operation at the Hubbard scales and the New Era scales. We would operate for a 16-hour period each quarter for each scale. From the data obtained in this manner we should be able to factor vehicle classification counts taken on the West Portland Highway to provide the necessary weight trends that would be needed in our study. The purpose for taking both north and southbound traffic in the before study will be to provide an annual adjustment factor; in other words, northbound weights will be increased or decreased by the ratio of change found in the southbound traffic between the before and after period, because in the after period it would be impracticable to weigh northbound vehicles.

4. Obtaining vehicular volume data.
   We do not have any extended traffic volume coverage on this highway to date. We have had in the past one or two random manual and machine counts, but it would be our intention to install a permanent automatic traffic recorder just south of the Aurora-Donald County road. We would make this installation at an early a date as possible so that we could obtain as many "before" volume data as possible. We would obtain vehicle classification counts from the recorder on the quarter point schedule correlated with the weighing schedule.

5. Obtaining cost data — construction and maintenance.
   The records of cost of construction and maintenance to date are available from the Road Life file in our Planning Survey Section and will present no problem for this section.

It would be appreciated if you would advise this office if you feel that the above outlined procedures are satisfactory and we would proceed immediately with implementing the several phases of the overall project. Possibly, you would personally want to discuss the subject of installing a device for weighing vehicles in motion with Mr. Stiffler and advise this office of the decision you have reached. We have not discussed this particular study with the Maintenance Division, the Bridge Division or the Office Engineering Division for it was not felt that there were any problems at the outset that would need study by these divisions. It might be advisable, however, considering the importance of this study, to discuss the several phases with these divisions so as to be sure that all phases of the overall study will be properly correlated and ultimately analyzed.

F. B. Crandall
Traffic Engineer

JAH:jr

RECEIVED
JAN 30 1953
Office of
STATE HIGHWAY ENGINEER

RECEIVED
DEC 30 1952
FOR FILING

F FI-3[illegible]

December 29, 1952

Roy L. Houck & Son
1585 N. 20th Street
Salem, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3836, which was awarded to you on November 25, 1952 by the State Highway Commission, covering the White School Junction Unit of the Barbur Boulevard-White School Section on the West Portland-Hubbard Highway in Marion County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

FOR FILE

F-FI-2436

3836

November 26, 1952

Roy L. Houck & Son
1585 N. 20th Street
Salem, Oregon

Gentlemen:

The State Highway Commission on November 25, 1952 awarded to you State Highway Contract No. 3836 for grading and paving on the White School Junction Unit, Barbur Boulevard-White School Section of the West Portland-Hubbard Highway in Marion County. This award was based on your bid of $60,272.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.
cc H. G. Smith
S. H. Probert
SIAC W. M. Franzwa

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]

[illegible]

November 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project F-FL-303(7), White School Junction Unit (Grade Separation Structure), West Portland-Hubbard Highway, to Birkemeier and Saremal of Portland, Oregon, low bidder in the amount of $28,510.00 at the November 25, 1952 bid opening.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED
[illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

[illegible] FOR FILING

OREGON DISTRICT
F-FI-303(7)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project F-FI-303 (7), White School Junction Unit (Grade and Pave Interchange), West Portland-Hubbard Highway to Roy L. Houck and Son of Salem, Oregon, low bidder in the amount of $60,272.00 at the November 25, 1952 bid opening.

Our concurrence in award is with the understanding that the decision of our Washington Office will be followed regarding the extent of Federal participation in the cost of the experimental section, where a rubber additive is to be used in the asphaltic concrete pavement.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED
[illegible] 1952
SALEM
STATE HIGHWAY COMMISSION

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[illegible] 1952
FOR FILING

FORM E-30 25M 9-51 52215

3712

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 25, 1952

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In accordance with record of Assignment No. 3712, a rubber additive mixture has been specified on the "C" line of the White School Junction Unit between Stations 893 and 898.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:sh

RECEIVED
NOV 25 1952
OFFICE OF
STATE HIGHWAY ENGINEER

ASSIGNMENT

Date: Sept. 22, 1952

No. 57[illegible]
By w[illegible]

Description: Letter of Sept. 15 by Warren S. Lockwood, Pres. of Natural Rubber Bureau, attaching sample of rubber powder and inquiry sheet. Also Mr. Baldock's letter of Sept. 19 re short test strip of rubber.

Acknowledged by _____ Referred to Smith ✓

Investigate and report with recommendation
xxx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 11-25-52 Report received ________
me

Remarks: Please start proceedings to lay short test section.
WCW

NT

E RETURN TO
. WILLIAMS

Please discuss this letter with Harra and consider putting down a short test strip of rubber someplace next year to the end that we may keep up with the procession and have data at hand to examine the alleged good qualities of rubber-treated pavements.

NOTED
W. C. WILLIAMS

R. H. Baldock

RHB:hi
Attachment

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19, 1952

SUBJECT:

To: Mr. W. C. Williams

PLEASE RETURN TO
W. C. WILLIAMS

Please discuss this letter with Harra and consider putting down a short test strip of rubber someplace next year to the end that we may keep up with the procession and have data at hand to examine the alleged good qualities of rubber-treated pavements.

NOTED
W. C. WILLIAMS

R. H. Baldock

RHB:hi
Attachment

File

NATURAL RUBBER BUREAU

1631 K Street, N.W.
Washington 6, D.C.

C
O
P
Y

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
138 State Highway Building
Salem, Oregon

Dear Mr. Baldock:

Thank you for your Inquiry Sheet requesting information on a proposed natural rubber-asphalt test pavement on the White School Junction Section, West Portland-Hubbard Highway, Marion County, Oregon.

From the information furnished, it has been calculated that your test installation will require approximately 610 pounds of natural rubber powder or 6.6 pounds per ton of mixture. This quantity is based on an estimated total of 92 tons of mixture required for the measurements given. It is noted that you intend laying this mixture as wearing surface only over 2 inches of asphaltic base course in which no rubber will be used. Due to the climatic conditions in your locality, consideration should be given to the use of the rubber powder in the base course. The amount of powder given above is an approximation for use in setting up your project. The amount can be calculated to a greater degree of accuracy after your actual plans are drawn up for such a test installation.

At that time we can, if you wish, analyze the aggregates that might be used and make a stability study on some trial mixes in our Research Laboratory. Upon completion of this investigation, the exact amount of rubber powder per batch could be determined and the proper technique of its use explained.

We are not a sales organization but specialize in the technical study and development of rubber in roads. We feel that in order for you to have all of the data necessary in setting up such a test project you would like to know what the exact cost of the rubber would be in your area. For your information present sources of natural rubber powder are: H. A. Astlett & Company, 313 Congress Street, Boston 10, Massachusetts; General Latex & Chemical Corporation, 666 Main Street, Cambridge 39, Massachusetts; and Jacobus F. Frank, 120 Wall Street, New York 5, New York; and we are advising them of your inquiry.

Thank you for your interest in this matter, and assuring you of our wholehearted cooperation in accomplishing a successful ruber-in-roads trial under your jurisdiction.

Very truly yours,

(sgd) Warren S. Lockwood

Warren S. Lockwood, President
Natural Rubber Bureau

Original to
Mr. [illegible]

Natural Rubber Bu

D.C.

TELEPHONE: STERLING 8282-3-4
CABLE: "RUBBER" WASHINGTON

Mr. R. H. Baldock
State Hwy. Engr.
State Hwy. Comm.
Salem, Oreg.

Re: Rubber Roads

Dear Mr. Baldock:

With further reference to our letter of August 26, 1952, attached is a sample of natural rubber powder. To the highway engineer, this powder may well be the key to better roads, because a relatively small amount of it, mixed with the asphalt top surfacing of a highway, can add substantially to the wearing quality and consequently reduce the maintenance cost.

The test rubber roads in 10 countries and 17 states in the U.S.A. to date back up laboratory findings that natural rubber powder will reduce the highway's susceptibility to temperature variations in winter and summer and will help absorb shock and vibration.

This natural rubber powder is now available in commercial quantities from distributors in the U.S. and Canada.

If you are interested in stretching your highway dollars and would like to get more information on natural rubber powder, send us the enclosed INQUIRY SHEET for checking by our staff of highway engineers who are carrying on research in rubber asphalt pavements. There is no cost nor obligation to you in getting the facts on the specifications and cost of a test rubber road.

Yours very truly,

Warren S. Lockwood

Warren S. Lockwood, President
Natural Rubber Bureau

Natural Rubber Bu

.C.

TELEPHONE: STERLING 8282-3-4
CABLE: "RUBBER" WASHINGTON

Mr. R. H. Baldock
State Hwy. Engr.
State Hwy. Comm.
Salem, Oreg.

Re: Rubber Roads

Dear Mr. Baldock:

With further reference to our letter of August 26, 1952, attached is a sample of natural rubber powder. To the highway engineer, this powder may well be the key to better roads, because a relatively small amount of it, mixed with the asphalt top surfacing of a highway, can add substantially to the wearing quality and consequently reduce the maintenance cost.

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Yours very truly,

Warren S. Lockwood

Warren S. Lockwood, President
Natural Rubber Bureau

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~~FOR~~ FILING
OREGON DISTRICT

F-FI-3[illegible]
[illegible]
3236

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-FI-303(7), White School Junction Unit, Barbur Boulevard-White School Section of the West Portland-Hubbard Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
NOV 18 1952
OREGON
STATE HIGHWAY COMMISSION

Natural Rubber Bureau 1631 K STREET, N.W. • WASHINGTON 6, D.C.

TELEPHONE: STERLING 8282-3-4
CABLE: "RUBBER" WASHINGTON

September 15, 1952

Mr. R. H. Baldock
State Hwy. Engr.
State Hwy. Comm.
Salem, Oreg.

Re: Rubber Roads

Dear Mr. Baldock:

With further reference to our letter of August 26, 1952, attached is a sample of natural rubber powder. To the highway engineer, this powder may well be the key to better roads, because a relatively small amount of it, mixed with the asphalt top surfacing of a highway, can add substantially to the wearing quality and consequently reduce the maintenance cost.

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Yours very truly,

Warren S. Lockwood

Warren S. Lockwood, President
Natural Rubber Bureau

30-1035 Iowa-Type Section culverts. 1939

#2837

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 9, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3837	5 - Final	Frank P. Sargent	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19808	R-77987	$ 1,459.57	10/8/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: June 30, 1953

Time Extensions: None

Completion Date: June 30, 1953

Date Accepted: Sep. 24, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-12-53

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
ass't Secretary

NOTED ON CARD

Warrant Mailed:

A. A. Wicklander

RECEIVED
FOR FILING

September 23, 1953

General Casualty Company of America
Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3837 for construction of colverts on the Lena-Nye Section of the Heppner Highway in Umatilla County was completed by the contractor, Frank P. Sargent, on June 30, 1953 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,459.57 will be released to the contractor after acceptance by the Commission. The total contract amount is $14,829.52, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD
9-23-53

RECEIVED
FOR FILING

Lewis

April 16, 1953

Frank P. Sargent Construction Co.
Hermiston, Oregon

Gentlemen:

We have your letter of April 14 in which you request permission to make an assignment of estimates to the First National Bank of Hermiston, Oregon. Before we can consent to such an assignment, it is necessary that we have a statement from the surety in which they state specifically that such an arrangement is satisfactory with them.

In the matter of the amount of the assignment, we should advise that we do not split estimates. The assignment should be made to cover the total amount of certain designated estimates.

For your convenience we have attached copies of an assignment form. Please return two signed copies to this office, and when we have received a letter from the surety consenting thereto the assignment will be honored.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md 4/15
Attach.

FRANK P. SARGENT CONSTRUCTION CO.
GENERAL CONTRACTOR
Hermiston, Oregon

April 14.1953

State Highway Department
Salem Oregon

Re: Contract No. 3837

Gentlemen:

To carry the balance of our payrolls on our contract #3837, Lena-Nye Culverts, we would like to make an assignment of partial and final estimates in the amount of two thousand ($2,000.00) dollars to The First National Bank of Hermiston, Oregon.

May we have your consent to do this.

Very truly,

Frank P. Sargent
Frank P. Sargent
jas

cc-First National Bank . Hermiston
Mansfield & Company . Portland

RECEIVED
[illegible]

RECEIVED
DEC 30 1952
FOR FILING

30-1025

/

K

December 29, 1952

Mr. Frank P. Sargent
451 Main St.
Hermiston, Oregon

Dear Sir:

We enclose herewith, for your files, a fully executed copy of contract No. 3837 which was awarded to you on November 25 by the State Highway Commission, for construction of the Lena-Nye Section Culverts on the Heppner Highway in Umatilla County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

[illegible]

36-1[illegible]

3837

November 26, 1952

Mr. Frank P. Sargent
P. O. Box 5
Hermiston, Oregon

Gentlemen:

The State Highway Commission on November 25, 1952 awarded to you State Highway Contract No. 3837 for construction of two double reinforced concrete box culverts on the Lena-Nye Section of the Heppner Highway in Umatilla County. This award was based on your bid of $14,934.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

el
encl.

cc H. G. Smith
S. H. Probert
G. S. Paxson
SIAC W. M. Franswa

[illegible] Relations [illegible] Inc. 1973
[illegible]
[illegible] Washington, D.C.

RECEIVED
[illegible] 1953
FOR FILING

184-1067

3838

Salem, Oregon
January 14, 1953

5721

Mr. R. H. Baldock
State Highway Engineer
Office

Attached are two conformed copies of an agreement with the General Construction Company covering the construction of a temporary pile trestle bridge across the Tualatin River on the Beaverton-Aurora Secondary Highway in Washington County.

The original of the above agreement has been retained in this office for the Commission's files, one executed copy has been sent to the General Construction Co., one to the Continental Casualty Co., C.A. Tomassene & Sons, Agents, and one to Mr. Maison, Accounting Department.

Yours very truly,

Secretary

rn
Attach: 2

RECEIVED
JAN 1[illegible] 1953
FOR FILING

134-1064

3838

Salem, Oregon
January 14, 1953

Mr. C. H. Maison, Manager
Accounting Division
Office

Attached is an executed copy of an agreement between the State Highway Commission and the General Construction Co. covering the construction of a temporary pile trestle bridge across the Tualatin River on the Beaverton-Aurora Secondary Highway in Washington County.

The original of the above agreement has been retained in this office for the Commission's files, one executed copy has been sent to the General Construction Co., one to the Continental Casualty Co., C. A. Tomassene & Sons, Agents, and two conformed copies to Mr. R. H. Baldock.

Yours very truly,

Secretary

rh
Attach: 1

RECEIVED
JAN 1[illegible] 1953
FOR FILING

134-1[illegible]

4-28

January 14, 1953

General Construction Company
4850 N. W. Front Ave.
Portland 4, Oregon

Gentlemen:

We are enclosing herewith the Contract Bond furnished by the Continental Casualty Company covering the agreement between the State Highway Commission and the General Casualty Company for the construction of a temporary pile trestle bridge across the Tualatin River on the Beaverton-Aurora Secondary Highway in Washington County.

Through an oversight this bond was not attached to the agreement sent to you yesterday.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
[illegible] 1953
FOR FILING

124-1867

2938

January 14, 1953

Continental Casualty Company
C. A. Tomassene & Sons, Agents
614 Wilcox Bldg.
Portland 4, Oregon

Gentlemen:

We are enclosing herewith for your records and files a fully executed copy of an agreement between the State Highway Commission and the General Construction Company covering the construction of a temporary pile trestle bridge across the Tualatin River on the Beaverton-Aurora Secondary Highway in Washington County.

We are sending you a copy of this agreement as you appear as surety on the bond for the General Construction Co.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

134-1069

3838

OREGON
STATE HIGHWAY DEPARTMENT
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

January 7, 1953

51 Ruby D. Netting
Box 241
Oswego, Oregon

Dear Madam:

Your letter of December 31, addressed to Mr. Baldock, has been referred to my office for reply.

We realize that the closure of the bridge at Tualatin is an inconvenience to those who normally have travelled this route. The placement of the detour bridge requires rather long logs for stringers, which we have had some trouble in getting. They will be on the job shortly, and we hope that before the end of January the structure may be opened to traffic.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm

cc R. H. Baldock

NOTED
State Highway Engineer

No. 5721
By RHB

ASSIGNMENT

Date: January 5, 1953

Description: Letter 12-31-52 from Ruby D. Nutting, Oswego, asking that construction on Tualatin Bridge be hastened.

Acknowledged by _____ Referred to ____PAXSON_______

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________________ signature
XXPlease prepare reply.

Assignment executed 1-8-53 Report received ________

Remarks:

---

hastened. Those of us who commute to Portland daily to our work are greatly inconvenienced by the detours we are having to make.

The resident bridge engineer informed me yesterday it would probably be the end of January before the construction would be completed, and reminded me of the holidays in this month and New Years day. I should think, in view of the emergency nature of the matter, there would be no delays, even on holidays, and that a double shift could be arranged. Yesterday I was reminded of the extra cost of such an operation to the tax payers. I am a tax payer, and I appreciate such solicitude, however I am paying double in extra time and mileage, to say nothing of the inconvenience.

Anything you can do to facilitate action in getting the construction completed will be greatly appreciated.

Sincerely,

Ruby D. Nutting

Box 241, Oswego, Oregon
December 31, 1952

Mr. Baldock
State Highway Engineer
Salem, Oregon

REFERRED TO
Paxson
By State Highway Engineer
Please prepare reply.

Dear Mr. Baldock:

I am wondering if there is not some way in which the construction on the Tualatin Bridge could not be hastened. Those of us who commute to Portland daily to our work are greatly inconvenienced by the detours we are having to make.

NOT
G.S.PA

The resident bridge engineer informed me yesterday it would probably be the end of January before the construction would be completed, and reminded me of the holidays in this month and New Years day. I should think, in view of the emergency nature of the matter, there would be no delays, even on holidays, and that a double shift could be arranged. Yesterday I was reminded of the extra cost of such an operation to the tax payers. I am a tax payer, and I appreciate such solicitude, however I am paying double in extra time and mileage, to say nothing of the inconvenience.

Anything you can do to facilitate action in getting the construction completed will be greatly appreciated.

Sincerely,

Ruby D. Nutting

RECEIVED
DEC 30 1952
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

124-1069

3838

Dec. 26, 1952

Mr. James Gardner
Deputy District Attorney
Commercial Building
Hillsboro, Oregon

Dear Mr. Gardner:

Herewith, you will find the original of two separate complaints which you forwarded to this office recently for the signature of the complainant in each complaint. The first complaint is entitled State of Oregon vs. Ed Freeman, and the second complaint is entitled the State of Oregon vs. Earl Ayers and Howard Levil Johnston. These complaints are in connection with the destruction of the Tualatin River Bridge by a truck having an overheight load in violation of Chapter 405, Oregon Laws 1951.

The said complaints have been signed by Mr. Albert G. Skelton, who is the Division Engineer in our Portland office. In the event that you wish to get in touch with Mr. Skelton, his address is as follows: P. O. Box 4699, Sellwood Station, Portland 2, Oregon. In the event that you will require any witnesses who can testify as to the nature and clearance of the Tualatin River Bridge, or any matters connected therewith, please feel free to advise this office of the same as we have many competent engineers who, from their own knowledge, can give such testimony.

I would appreciate it very much if you would keep this office informed as to the progress of this matter.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

THOMAS J. REEDER
Assistant Attorney

TJR:FRC

cc- Mr. W. W. Stiffler
Mr. A. G. Skelton
Mr. John Bond

RECEIVED
DEC 2[illegible] 1952
OFFICE OF
STATE [illegible]

NOTED
W. W. STIFFLER

C
o
p
y

IN THE DISTRICT COURT OF THE STATE OF OREGON

FOR WASHINGTON COUNTY

THE STATE OF OREGON, Plaintiff,	)	
vs.	)	COMPLAINT Oregon Laws 1951, Chapter 405, Section 2 and 3
EARL AYERS and HOWARD LEVIL JOHNSTON Defendant.	)	

The above named defendant is accused by this Complaint of the crime of unlawfully driving and moving a combination of vehicles of an unlawful height upon a state highway, committed as follows:

That the above named defendants, Earl Ayers and Howard Levil Johnston on the 25 day of November, 1952, in Washington County, Oregon, then and there being, did then and there wilfully and unlawfully drive and move a combination of vehicles, to-wit: a Dodge pickup, bearing Oregon license No. F-23-728, and a Chevrolet truck, bearing Oregon license No. 653-841, near the Tualatin Bridge, which said Chevrolet truck and load did then and there have a height in excess of 12½ feet, the height allowed by law, said combination of vehicles not then and there being implements of husbandry, and Earl Ayers and Howard Levil Johnston not having first obtained permission from the State Highway Commission so to do, contrary to the statutes in such cases made and provided and against the peace and dignity of the State of Oregon.

p
y

IN THE DISTRICT COURT OF THE STATE OF OREGON

FOR WASHINGTON COUNTY

THE STATE OF OREGON,)
)
Plaintiff,)
)
vs.)
)
EARL AYERS and HOWARD LEVIL)
JOHNSTON)
Defendant.)

COMPLAINT
Oregon Laws 1951, Chapter 405,
Section 2 and 3

The above named defendant is accused by this Complaint of the crime of unlawfully driving and moving a combination of vehicles of an unlawful height upon a state highway, committed as follows:

That the above named defendants, Earl Ayers and Howard Levil Johnston on the 25 day of November, 1952, in Washington County, Oregon, then and there being, did then and there wilfully and unlawfully drive and move a combination of vehicles, to-wit: a Dodge pickup, bearing Oregon license No. F-23-728, and a Chevrolet truck, bearing Oregon license No. 653-841, near the Tualatin Bridge, which said Chevrolet truck and load did then and there have a height in excess of 12½ feet, the height allowed by law, said combination of vehicles not then and there being implements of husbandry, and Earl Ayers and Howard Levil Johnston not having first obtained permission from the State Highway Commission so to do, contrary to the statutes in such cases made and provided and against the peace and dignity of the State of Oregon.

(Sgd.) Albert G. Skelton

STATE OF OREGON,)
) ss.
County of Washington.)

I, Albert G. Skelton, being first duly sworn, depose and say: That I am the complainant in the foregoing Complaint that I have read the same, know the contents thereof, and that the same is true as I verily believe.

(Sgd.) Albert G. Skelton

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th day of December, 1952.

J. HAMMOND
County Clerk

(SEAL)

By (Sgd.) E. Donohue
Deputy

NOTED
W. W. [illegible]

Copy

IN THE DISTRICT COURT OF THE STATE OF OREGON

FOR WASHINGTON COUNTY

THE STATE OF OREGON,)
Plaintiff,)
vs.)
ED FREEMAN)
Defendant.)

COMPLAINT
Oregon Laws 1951, Chapter 405,
Sections 2 and 3

The above named defendant is accused by this Complaint of the crime of unlawfully causing and permitting a combination of vehicles of an unlawful height to be moved upon a state highway, committed as follows:

That the above named defendant, Ed Freeman on the 25 day of November, 1952, in Washington County, Oregon, then and there being, and then and there being the owner of a Chevrolet truck, bearing Oregon license no. 653-841, did then and there wilfully and unlawfully cause and permit to be driven and moved a combination of vehicles, to-wit: a Dodge pickup, bearing Oregon license No. F-23-728, and a Chevrolet truck bearing Oregon license no. 653-841, near the Tualatin Bridge, which said Chevrolet truck and load did then and there have a height in excess of 12½ feet, the height allowed by law, said combination of vehicles not then and there being implements of husbandry, and the said Ed Freeman or any one else not having first obtained permission from the State Highway Commission so to do, contrary to the statutes in such cases made and provided and against the peace and dignity of the State of Oregon.

(Sgd.) Albert G. Skelton

STATE OF OREGON,)
) ss.
County of Washington.)

I, Albert G. Skelton, being first duly sworn, depose and say: That I am the complainant in the foregoing Complaint that I have read the same, know the contents thereof, and that the same is true as I verily believe.

(Sgd.) Albert G. Skelton

SUBSCRIBED AND SWORN to before me this 24th day of December, 1952.

J. HAMMOND
County Clerk

(SEAL)

By (Sgd.) E. Donohue, Deputy

RECEIVED
DEC 29 1952
FOR FILING
FORM E-30X 25M 3-51 47199

134-a-1

[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 24th, 1952

SUBJECT:

To:
Mr. C. W. Enfield
Chief Counsel
State Highway Department
Salem, Oregon

Attn: Mr. Tom Reeder

Dear Sir:

Under date of December 22nd Mr. Stiffler wrote forwarding copies of two complaints, one against Ed Freeman, and the second against Earl Ayers and Howard Levil Johnston, in connection with the overheight load that wrecked the Tualatin River Bridge on the Beaverton-Aurora Secondary Highway on Novembeer 25, 1952. Mr. Stiffler asked that I sign these complaints, and acknowledge my signature before the County Clerk in Washington County, and after the completion of the complaints to forward the same to yourself.

The signed and acknowledged complaints are enclosed herewith.

Yours very truly,

A. G. Skelton
A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: W. W. Stiffler

NOTED
W. W. STIFFLER

IVED

AGENDA

4.M

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

[illegible]
38 ?8

Dec. 24, 1952

MISC. CONTRACTS and AGREEMENTS No. 1428

Mr. W. C. Williams
Assistant Highway Engineer
Office

REFERRED TO
Glaisyer
~~By Asst. Chief Engineer~~
For Comm. approval.

Dear Mr. Williams:

Herewith, you will find four copies of the Certificate of Insurance issued by United States Fidelity and Guaranty Company through C. A. Tomassene & Sons of Portland, insuring the General Construction Company and the State of Oregon, the Highway Commission, etc., in connection with the contract which the State has with the above named Contractor relative to the construction of the temporary pile trestle bridge across the Tualatin River. Also, you will find six copies of the aforesaid contract and four copies of the surety bond issued by the Continental Casualty Company through C. A. Tomassene & Sons, which bond was submitted pursuant to the terms of the said contract.

I have examined the said certificate of insurance, and now find that the same reflects a policy (No. CLP 14515), which meets with the provisions set forth in the said contract. I also find that the aforesaid surety bond is adequate insofar as legality and form is concerned.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J. Reeder
THOMAS J. REEDER
Assistant Attorney

REFERRED TO
Pauly
BY SECRETARY
to file

TJR:FRC

"A"
4 copies to [illegible]

NOTED
W. C. WILLIAMS

INSURANCE POLICY FILED IN SAFE.

SHC

RECEIVED
DEC 29 1952
FOR FILING

134-1067

3738

Salem, Oregon
December 24, 1952

Mr. C. W. Enfield
Chief Counsel
Oregon State Highway Commission
Office

Dear Mr. Enfield:

Herewith State Police Officer's Report of Arrest dated December 5, 1952, stating that a vehicle driven by Clifton Lawrence Withers, 1435 N.E. 73rd Street, Portland, struck a lamp post on an island in Scappoose, breaking the pole from its base and wrecking the light completely. The damage occurred the night of November 21, 1952.

Details of the accident are not known, since there were apparently no witnesses to the accident. Repairs have been made by a State Highway Department Sign crew at a cost of $53.09, as shown on the itemized statement attached, and we recommend a claim against Mr. Withers for this amount.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. W. Stiffler
Assistant State Highway Engineer

JB:dk

Enclosures

cc E. A. Collier

[illegible] 9—25M

STATE OF OREGON
Department of State Police

OFFICER'S REPORT

Time

Place

Subject Report of Arrest

No.

County Columbia

, 193

Name CLIFTON LAWRENCE WITHERS Address 1435 NE 73rd St., Portland, Ore.

Where arrested St. Helens, Oregon Time 9:00 AM Date Dec. 5, 1952

Age 41 Height 5' 6" Weight 170 Eyes Blue Hair Brown

Race White - American Nativity Portland, Oregon Occupation Painter

Charge FAILURE TO LEAVE NAMD & ADDRESS AT SCENE OF AN ACCIDENT Complainant Roy Wilburn

Magistrate Joseph Nauman, J. P. St. Helens Plea Guilty

Disposition of prisoner Taken to court at once.

Fine $ 25 Pd Court cost $5 Pd Sencence 15 days in Co. jail suspended upn payment.

Remarks: Withers admitted striking a lamp post on an island in Scappoose breaking the pole from its base and wrecking the light completely. This happened during the night of November 21, 1952.

cc for Hwy. Comm.

/w/ Roy Wilburn, State Police Officer

JB:dk

OREGON STATE HIGHWAY COMMISSION
Maintenance division
Salem, Oregon

December 23, 1952

Cost of repairing damage to lamp post on an island in Scappoose which occurred November 21, 1952, when struck by Clifton Lawrence Withers, 1435 N.E. 73rd Street, Portland. Repairs made by State Highway Department Sign Crew.

1 Benjamin light base	$ 16.69
1 Benjamin flood light	15.40
Signal Crew & Equipment 3 Hours	21.00
Total	$ 53.09

Credit: 3-4504-177

JB:dk

EIVED
DEC 1952
OR FILING

134-1161

[illegible]

Salem, Oregon
December 22, 1952

Mr. A. G. Skelton
latin River Br.

I hand you herewith two complaints drafted by the District Attorney of Washington County, which I have just received from our legal counsel, following their consultation with the District Attorney.

These complaints are against Ed Freeman, Earl Ayers, and Howard Levil Johnston, defendants, accusing each and all of them of the crime of unlawfully moving a combination of vehicles of an unlawful height upon the state highway in the vicinity of the Tualatin River Bridge.

The Legal Department have signed statements from Mrs. Schultz, a local resident, and from Harold Muilenberg and wife, who were in a car following the vehicle which damaged the bridge; also from Emma Brewer and her husband, who were in a second car following the vehicle which damaged the bridge, in which they state they saw the boom on the towed vehicle strike the horizontal member of the bridge at three panel points.

The vertical clearance of the bridge was 13' - 1-3/8" before a 2" x 2" deck was placed. Assuming the deck to have a thickness of 1-5/8", the net vertical clearance would be 12' - 11-3/4", whereas the statute allows only 12' - 6". Would you or Mr. Johnston sign the complaints in the presence of the County Clerk of Washington County and return them both to me or to Tom J. Reeder, Assistant Attorney, Legal Department, Oregon State Highway Building, Salem, Oregon, with a copy to this office.

W. W. Stiffler

WWS:er

cc Mr. E. A. Collier
Mr. Tom Reeder

Enclosure

Phone 691

G. RUSSELL MORGAN
District Attorney for Washington County
Hillsboro, Oregon

December 19, 1952

Tom J. Reeder
Legal Department
State Highway Building
Salem, Oregon

RECEIVED
DEC 2 1952
LEGAL

Dear Sir:

Enclosed please find complaints against Earl Ayers and Howard Levil Johnston, and Ed Freeman, charged with unlawful moving and driving a over height vehicle.

Very truly yours,

G. RUSSELL MORGAN

By James K. Gardner
Deputy

JKG:p

Enc.

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 10, 1952

Damage [illegible]
vs Fr[illegible]

SUBJECT: Tualatin River Bridge
Bridge No. 4970

To: Mr. G. S. Paxson
Bridge Engineer
Office

Dear Sir:

Attached are two estimates: 1. for replacing the collapsed 170' steel span in kind for $35,853.49; 2. an estimate of cost for the temporary timber structure consisting of two 50' log spans and three 23' trestle spans for $21,885.

We have the plans for the original steel span which is a pin-connected truss with a length of 168'-6 3/4" center to center of end pins and a width of 21'-2" center to center of trusses leaving a clear roadway width between cover plates of 20'-0". The shop weight for the steel truss is 64,044 pounds and the steel tubular piers including the diaphram beams between the tubes have 22,181 pounds of steel. In making up the estimate of cost for replacing this structure, it was found that the fabricated cost per pound of steel would be higher than our present contract prices for steel because of the greater fabrication cost to the total pounds of steel in the entire truss. This truss weighs 64,000 pounds while the H-15 design truss of the same roadway width for a 170' span, the steel weight would be about 180,000 pounds. For these reasons, I used a cost of 21 cents a pound for the steel fabricated and delivered to the job and 11 cents a pound for the erection cost. This is in line with prices quoted me by the Gunderson Bros. Engineering Corp. in Portland.

The second estimate for the temporary structure is detailed on the estimate sheet and is in accordance with the current prices for materials and labor, No. 1 common lumber being $90 to $110 a thousand.

The timber structure is being constructed as per drawing No. 4970-1.

Very truly yours,

E. G. Ricketts

E. G. Ricketts
Bridge Investigations Engineer

EGR:aa
Attached

cc E. A. Collier ✓

NOTED
W. W. STIFFLER

TUALATIN RIVER BRIDGE

#4970

Estimated Cost to Replace Collapsed
170 Ft. Steel Span in Kind.
Bridge on Beaverton-Aurora Secondary State Highway
#141 in Washington County at Milepost 8.83
From Beaverton

(1)	Replace existing steel span	
	64,044 lbs. at .21 per lb. - - - - - - - -	$ 13,449.24
(2)	Erect, rivet and paint 170 ft. steel span	
	64,044 lbs at .11 per lb. - - - - - - - -	7,044.84
	Subtotal- - -	$ 20,494.08
(3)	Remove collapsed 170 ft. steel truss	
	$1,500 plus 10%	$ 1,650.00
(4)	Straighten and repair south tubular piers and approach spans	
	$500 plus 10%	550.00
	Subtotal- - -	$ 2,200.00
(5)	Place timber stringers, deck and handrail on 170 ft. steel span	
	30 M-FBM lumber at $250 - - - - - - - - - - - -	$ 7,500.00
	8 M-FBM lumber at $300 - - - - - - - - - - - -	2,400.00
	Subtotal- - -	$ 9,900.00
	Total items #1 to #5 - - - - - - - - - - - - - -	$ 32,594.08
	Plus 10% engineering - - - - - - - - - - - - - -	3,259.41
	Total estimated cost- -	$ 35,853.49

TUALATIN RIVER BRIDGE

#4970

Estimated Cost of Temporary Timber Structure
Bridge on Beaverton-Aurora Secondary State Highway
#141 Near Tualatin in Washington County
at Milepost 8.83 From Beaverton

(1) Remove collapsed 170 ft. steel truss	
5 days at $300	$ 1,500.00
(2) Straighten and repair south set of tubular piers and two 29 ft. approach spans	500.00
Subtotal	$ 2,000.00
(3) Drive pile bents	
1130 lin. ft. piling at $1	$ 1,130.00
Drive 37 piling at $40	1,480.00
(4) Place ten 24-inch diameter logs	
50 ft. long at 1410 log scale each = 14.1 M. log scale at $250	$ 3,525.00
(5) Lumber in place	
a. Substructure—caps, sheeting and bracing	
13.385 M-FBM at $200	$ 2,677.00
b. Superstructure--deck, stringers, handrail (not including log structure item #4)	
Untreated 25,495 at $225 per M	$ 5,736.00
Treated 8 M-FBM at $300 per M	2,400.00
Total estimated cost	$18,948.00
Plus 10% contractors percentage	1,895.00
Total less engineering	$20,843.00
Plus engineering 5%	1,042.00
Total estimate	$21,885.00

FORM E-90 37,900 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 10, 1952

SUBJECT:

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

Herewith Maintenance Department file on the Tualatin ~~Valley~~ River Bridge damage. Included are two groups of pictures; one group, taken the day after the collision, shows the collapsed bridge; the other group taken several days later, shows the boom which struck the bridge, and the truck to which it was attached, after both were removed from the river. Also attached are copies of the State Police report, a witness' statement, newspaper clippings, a copy of Attorney Reader's report to Mr. Enfield and notes covering the latest developments.

The Legal Department has all the information covered by this file.

Please return to the Maintenance office after you have noted the contents.

Very truly yours,

E. A. Collier
Maintenance Engineer

By L R Chandler
L. R. Chandler
Asst. Maintenance Engineer

JB:mf
Enc.

File returned to Maint. 12-12-52

NOTED
W. W. STIFFLER

RECEIVED
DEC [illegible] 1952
FOR FILING

December 2, 1952

General Construction Company
4850 N. W. Front Street
Portland, Oregon

Attention: Mr. Otto Hermann

Gentlemen:

Herewith original and five copies of the proposed agreement between the State Highway Commission and the General Construction Company covering the construction of the timber trestle to replace the main span of the Tualatin River Bridge at Tualatin.

In general, this agreement has been copied from the agreement entered into between the State and your company at the time of the Vanport flood in 1948. If you find this agreement suitable, please sign all copies and return so that it may be presented to the Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson
Encl.

RECEIVED
FOR FILING

Bridges

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 28, 1952

SUBJECT:

To:

Mr. C. W. Enfield
Chief Counsel
Office

Dear Sir:

Herewith a rough draft of an agreement between the General Construction Company and the State covering the construction of a temporary bridge to replace the Tualatin River Bridge on the Beaverton-Aurora Secondary Highway, which was destroyed last Tuesday by collision with a truck. This agreement is on a cost plus percentage basis, which arrangement has been approved by the State Highway Commission.

The rough draft of the agreement has been modeled upon an agreement entered into with the same company under date of June 12, 1948, covering emergency work in connection with the Vanport flood. This agreement is Construction Contract No. 3023. A copy of it is in Mr. Glaisyer's files.

It would be appreciated if you would check this over and, based upon the data given, prepare an agreement that can be presented to the General Construction Company and the Commission for execution.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

cc W. W. Stiffler

RECEIVED
DEC 1 1952
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER

F-117(17) Springfield Section of the 1953
McKenzie Highway in Springfield.
#3839

RECEIVED
MAR 14 1955
FOR FILING

F-117(17)

27 1

March 10, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We refer to your letter of February 25 requesting our comments on the fact that the engineering penalty assessed the contractor for time overrun on the Springfield Section, Project F-117(17), was considerably less than the amount expended for engineering during the overrun period.

The facts (1) that there was a delay of some 50 days in the award of the contract, (2) that except for weather conditions the overrun work could have been and would have been performed in 60 days or less, and (3) that the contractor was in position to claim that most of the delay was occassioned by circumstances beyond his control, made it obvious that it would be both inequitable to assess the entire cost and impossible to enforce collection of it. In view of that situation, we considered it advisable to cut the penalty back to the expense of field inspection work performed subsequent to September 30th on the rock base construction and paving, those items of work being the overrun items.

The $1,255.55 which we have assessed against the contractor figures 2.1 per cent of the value of work performed subsequent to September 30, 1953, which value was $59,223.30. When it is considered that the work performed during the overrun period was practically all paving work, a two per cent charge for engineering is not far out of line. Figuring back from the $25 per day maximum charge, the charge of $1,255.55 is the equivalent of 50 days, which, in our opinion, is about the maximum number of days of overrun the contractor could be held responsible for after exclusion is made of the winter and spring months during which paving work could not be done.

Very truly yours,

R. H. Baldock
State Highway Engineer

W. C. Williams
Deputy State Highway Engineer

SHP:eh

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 25, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Review of the final voucher for Project F-117(17), Springfield Section, reveals that the engineering penalty is to be assessed in the amount of only $1255.55 although the total engineering charge against the project for the period of time overrun amounts to $12,354.27.

Your comments in detail on this discrepancy are requested.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

See general file 1953
F-117(17)
Contract No. 3839

Specified completion date [illegible] 1953
Actual completion date [illegible] 1954
Extension granted – [illegible] 1953 to Oct. 30, 1954
No penalty

RECEIVED
FEB 25 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 11 1955
FOR

F-114/11

1839

file

City of Springfield

SPRINGFIELD, OREGON
OFFICE OF THE CITY MANAGER
L. B. BARTLETT

March 4, 1955

Oregon State Highway Dept.
Salem, Oregon

Attention: R. H. Baldock, State Hiway Engineer

Dear Mr. Baldock:

Thank you for your check M-3117 for $3,667.50 which refunded to us the unused portion of the advance deposit of $26,000. originally sent by the City of Springfield as its share of the South "A" project.

I am confident that I speak for the council in extending also the thanks of the City for the fine cooperation and assistance that we have received from you and your organization in this project. We in the City of Springfield look with great pride upon this excellent thoroughfare and can observe the betterment that this project has afforded us since its completion.

I can assure you that the City's high regard for your department for a job well done will be extended with pleasure in any future highway developments which may affect the City of Springfield.

Very truly yours,

CITY OF SPRINGFIELD

W. C. WILLIAMS

L B Bartlett
L. B. Bartlett
City Manager

LBB:bf

REFERRED TO
Williams
By State Highway Engineer

[illegible]

Form A-150M—10M—8-54

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No. 38057

Date March 1, 1955

Your Req. No.

Billing Request No. OE-6274

Credit distribution: see below

City of Springfield
Springfield, Oregon

Amount due State by City of Springfield in connection with the construction of the South "A" Street Project, including traffic signals, as provided in Agreement of November 21, 1952.

Advance Deposits		26,000.00
Net amount due on South "A" Street grading and paving project as per attached statement	7,143.00	
City Share of traffic signals as per attached statement	15,189.50	22,332.50
To be refunded		$ 3,667.50

20-1066-299	7,143.00
20-1609-299	15,189.50

State Printing 77737

SOUTH "A" STREET, CITY OF SPRINGFIELD SECTION

2.18 miles of grading and paving on the McKenzie highway on South "A" Street from the Willamette River Bridge to the east city limits of Springfield. Contracted January 13, 1953 to Inter-City Sand and Gravel Co. A State-City cooperative project in accordance with the agreement of November 21, 1952.

Agreed City share of cost		142,000.00
Credits: (As per Agreement)		
Estimated cost North "A" Street storm sewer connections (3-d)	10,000.00	
Estimated cost of constructing cross streets(3-e)	55,000.00	
Estimated reduction in right of way costs due to moving line (3-f)	21,000.00	
Original estimate of right of way cost (3-c)	26,000.00	
Credit of amount of right of way appraisals in excess of $26,000. $48,857.00 less $26,000.00	22,857.00	134,857.00
Net cash payment due from city		$ 7,143.00

RIGHT OF WAY APPRAISALS

Final amounts of right of way appraisals as determined by the State on the South "A" Street project in Springfield.

FILE NO.	NAME	AMOUNT
16266	Hamler & Schorley	2,552.00
16273	Wilson	900.00
16274	Willihollen	900.00
16280	Laxton	540.00
16281	Allen	840.00
16282	Zener	4,930.00
16283	Schiltzkus	1,600.00
16284	Boyd	5,000.00
16285	Pollard	2,160.00
16286	Baimbridge	4,560.00
16287	Goddard	1,665.00
16288	Berrian	1,710.00
16289	Dudley	3,060.00
16292	City of Springfield	4,140.00
16298	Nicholson	7,000.00
16299	Gilbertson	3,300.00
16301	Pierce	4,000.00
		$48,857.00

SPRINGFIELD SIGNALS

Construct secondary fixed time traffic control signals at intersections of Main and Mill Streets, Seventh and Main Streets, Seventh and South "A" Streets, Tenth and Main Streets, Fourteenth and Main Streets, and at Fourteenth and South "A" Streets; install master-secondary fixed time traffic control signal at Fifth and South "A" Streets; install aerial interconnection for all locations listed above - all per State/City of Springfield agreement dated February 1, 1952; and install secondary fixed time traffic control signals at intersections of South "A" and Second Streets and Twenty-First and Main Streets with aerial interconnection to entrie system per supplemental authorization by Highway Commission at Meeting of April 1, 1954. Work done under Contract 4024, dated September 24, 1953 to Trowbridge Electric Co., of Roseburg and by State signal crews. Contract work started February 18, 1954 and completed July 2, 1954.

Costs:

Original construction contract	18,250.00	
Authorized additions to Contract PA1. Signals at Twenty-first and Main Streets and at Second and South "A" Streets	6,339.00	
PA2 Additional condiut at NW corner of South "A" and Fifth Streets; inman ped. footing depth at SE corner of Main and Fourteenth Streets; and bearing beam for pole on SE corner of Main and Fourth Streets	76.70	
PA3 Change location of existing signal at NE corner of Second and "A" Streets	240.00	
PA4 Additional cable at Tenth and Main Streets and at Fourteenth and Main Streets	93.24	24,998.94
Poles furnished by State		3,448.90
Resurface over conduit excavation		66.53
Sight posts at Fourteenth and Main		50.04
Change signal at Fifth and Main		199.10
Field inspection and supervision of contract work		1,615.49
Total		$30,379.00
City Share 50%		15,189.50

RECEIVED
FOR FILING

F-117 (19)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
February 4, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3839	15-Final	Inter City Sand & Gravel Co., Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1684	R-114526	$ 7,819.30	2/3/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Aug. 31, 1953

Time Extensions: to July 30, 1954 with engineering penalty

Completion Date: July 30, 1954

Date Accepted: Sept. 23, 1954

Penalties: None of record except for time extension penalty

Claims: None of record

Remarks:

Date: 2-4-55

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

[illegible] ON CARD

Warrant Mailed:
Ruth Rawlings

RECEIVED
JAN 17 1955
FOR FILING

[illegible] 17 [illegible]

January 17, 1955

REGISTERED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 3839 for work performed on the Springfield Section of the McKenzie Highway in Lane County was completed by the contractor, Inter City Sand & Gravel Co.,Inc., on July 30 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $7,819.30 will be released to the contractor on or after January 27, 1955. The total contract amount is $255,958.69, of which amount $5539.12 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as the surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Portland Branch Office

NOTED ON CARD

RECEIVED
OCT 8 - 1954
FOR FILING

October 5, 1954

Inter City Sand & Gravel Co., Inc.
3698 Franklin Blvd.
Eugene, Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 23 had under discussion your request for an extension of time, from June 15 to July 30, 1954, within which to complete your contract No. 3839 for grading and paving on the Springfield Section of the McKenzie Highway in Lane County.

The Highway Commission granted your request for an extension of time from June 15, 1954 to July 30, 1954 subject to engineering penalty to be assessed from September 30, 1953 to July 30, 1954. You were granted a thirty day extension without penalty from the specified completion date of August 31, 1953 to September 30, 1953, due to a delay in award of the contract. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

Forrest Epley,
Resident Engineer

F. G. Smith,
Construction Engineer

9

RECEIVED
OCT 13 1954
FOR FILING

October 12, 1954

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Inter City Sand & Gravel Co.,Inc. on contract No. 3839, for grading and paving on the Springfield Section of the McKenzie Highway in Lane County.

This payment, in the amount of $12,129.81, will be released to the contractor on or after October 22, 1954. The retained percentage is $7,674.41.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Bryant G. DeBar, Agent
88 East 10th Ave.
Eugene, Oregon

Portland Branch Office

NOTED ON CARD
10-12-54 jf

RECEIVED
OCT 26 1954
FOR FILING

F 117(17)

3839

48.2
1-23-54

September 30, 1954

Inter City Sand and Gravel Co., Inc.
3698 Franklin Boulevard
Eugene, Oregon

Gentlemen:

The State Highway Commission at its meeting on September 23 had under discussion your objections to the payment of an engineering penalty assessed against you for failure to complete your contract of grading and paving the Springfield project (Contract No. 3839) within the specified completion date. In its consideration of the matter, the following facts were disclosed:

Bids on the project were received on November 24, 1952, but due to right of way difficulties as well as matters pertaining to the Southern Pacific Company, the contract was not awarded until January 13, 1953, fifty days after the bids were received. According to the specifications, if more than twenty days elapse between the receiving of bids and the award of the contract, consideration is to be given to an extension of time without penalty for the time over this twenty day period. The actual delay in the award of the contract was thirty days beyond the twenty day period mentioned above.

The Engineer recommended, in view of the circumstances, that an extension of time be granted you from August 31, 1953 to September 30, 1953, a total of thirty days without penalty, but that you be required to reimburse the State for excess engineering costs incurred on this job subsequent to September 30, 1953, amounting to $1,255.55. This note is to inform you that the Commission adopted the recommendation unanimously and so ordered.

In the event you desire to discuss this matter with the Commission, you may do so at the Commission's next meeting which is scheduled to be held in Portland on Thursday and Friday, October 28 and 29, 1954. If you decide to appear before the Commission, please let me know, and I will reserve a definite time for your convenience. This meeting, of course, will be held as usual in the Green Room on the first floor of the Imperial Hotel, Portland.

Respectfully yours,

HBG:mm
cc: S. H. Probert

Secretary
OREGON STATE HIGHWAY COMM.

[illegible]

NOTED
W. C. WILLIAMS

What [illegible] [illegible] Commission's
recommendation that the
penalty on the Springfield
Job be set at $1,2[illegible]
when the charges on the
books total $7,907.[illegible]?

The contract and the
Commission minutes say
that the state is to be
reimbursed "for the engineering
expense incurred in connection
with the work during the
period of the extension".

SHP

F. L. Epley

20-1066

[illegible] period
8-31-53 — 7-30-54

1953		Payroll No.	Voucher		Amount Charged on Cost Records	Charge Recommended By Edwards
Sept.	30	908	19566		2,731.67	
Oct.	31	1002	21985		2,926.98	771.19
Nov.	30	1102	23898	[illegible]	117.91	[illegible]
Dec.	31	1204	4		356.84	
54						
Jan.	31	104	2090		176.46	
Feb.	28	210	4178		—	
March	31	301	6483		—	
April	30	403	8828		—	
May	31	502	11169	([illegible])	[illegible]	
June	30	603	13818		1,040.10	[illegible]
July	30	705	16070		444.68	11.74
				[illegible]	6,7[illegible] 7,907.76	1,255.55

33 x [illegible]

Wk. ending: Weekly Reports

Dec. 5 - Last work by contractor - [illegible]

Feb. 10 - Working on [illegible]

March 5 — May 29 - No reports

June 5 - Working on irrigation system

Bids [illegible] - Nov - 24
awarded - Jan 13

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Roseburg, Oregon

August 10, 1954

SUBJECT: Springfield Paving
McKenzie Highway

To:
H. G. Smith
Construction Engineer

Dear Sir:

I am forwarding herewith a copy of Time Reports for the months of October and November, 1953 and June and July in 1954 for determination of engineering costs on the subject named project. You will perhaps recall that this office recommended that the contractor be assessed the engineering costs as the penalty for over-running the contract time. The total of the engineering costs are $1255.~~60~~. .55

You will note from Mr. Epley's letter, also enclosed, that the time does not include any Saturdays or Sundays except when paving was actually being done, nor do these costs include vacation or sick leave percentage.

Very truly yours,

Tom Edwards
Division Engineer

By

L. H. Young
Ass't. Div. Engr.

LHY:db
Encl.

RECEIVED
[illegible] 1954

FORM E-30 25M 1-52 95419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

August 5 1954
Springfield, Oregon

SUBJECT: Engineering Charges-Springfield Project

To:
Mr. Tom Edwards, Division Engineer
Oregon State Highway Department
Roseburg, Oregon

Dear Sir:

Enclosed are 2 copies of the time reports for the months of October and November 1953, and for the months of June and July 1954, showing days worked and by whom on the Springfield Project, McKenzie Highway.

The days as shown on the time reports are only those days that rocking, driveway work, binding, paving, and allied work was performed. All this data was obtained from the diaries of the inspectors and field party, and does not include any general inspection work on the days that the above work was not being done. I did not include any Saturdays or Sundays except when paving was actually being done. No vacation leave or sick leave percentage was computed in the summary of cost.

Very truly yours,

F.L.Epley
Res. Engr.

RECEIVED
SEP 22 1954
FOR FILING

F-117 (17)

September 21, 1954

Request for extension of time
No. 16
September 23 and 24 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Inter-City Sand and Gravel Company for an extension of time on the Springfield Grading and Paving Project, Contract No. 3639 from June 15, 1954 to July 30, 1954.

You previously has granted an extension to June 15, 1954 with the understanding that engineering penalty would be assessed from the specified completion date until the actual completion date.

In my letter of August 24 regarding this contract, I mentioned the fact that the contractor was entitled to a 30-day extension of time without penalty due to delay in awarding the contract. I, therefore, recommend that this extension be granted with engineering penalty to be assessed from September 30, 1953 to July 30, 1954.

Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP:js   lg

RECEIVED
AUG 25 1954
FOR FILING

E-117(17)

3839

August 24, 1954

Oregon State Highway Commission

Gentlemen:

On Contract No. 3839, held by Inter City Sand and Gravel Co., Inc. on the Springfield Grading and Paving Project, the original time limit was August 31, 1953. You granted a subsequent extension of time to June 30, 1954 (on which date the project was completed), with the proviso that excess engineering costs be assessed against the contractor.

The contractor is taking violent exception to the assessment of the engineering penalty, but I believe it should be assessed, except for the following:

Bids on the project were called on November 24, 1952, but, due to right-of-way difficulties as well as matters pertaining to the Southern Pacific Company, we were unable to award the contract until January 13, 1953, which meant a 50-day delay in the award after bids had been received. Our specifications provided that, if more than 20 days elapsed between the receiving of bids and awarding of contract, consideration would be given to extension of time without penalty for the time over 20 days. As the actual delay was 50 days, the contractor is entitled to a 30-day extension of time without penalty.

Based on the above, I recommend that the August 31, 1953 time limit be extended to September 30, 1953, a total of 30 days without penalty, and that the excess engineering costs be assessed subsequent to September 30, which amount to $1,255.55.

This matter will be on the next agenda, and I recommend your approval.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert

WCW:me fp

RECEIVED
AUG 25 1954
FOR FILING

F-117 (17)
3839

August 24, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Springfield Section, Contract No. 3839, Oregon F-117 (17), from June 15, 1954 to July 30, 1954, to Inter-City Sand and Gravel Company, contractor.

On January 13th you concurred in an extension from November 30, 1953 to June 15, 1954, subject to an assessment of engineering penalty to the actual completion date. Your concurrence is requested in the third extension with the same penalty to be assessed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

RECEIVED
AUG 18 1954
FOR FILING

F-117 (17)
3839

August 17, 1954

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: Mr. Howard T. Coleman

Gentlemen:

We are now informed that as of August 16th the amount of penalty to be assessed Inter City Sand and Gravel Company for delay in completing Contract 3839 has been computed at $1,255.55.

This is in reply to your letter of August 8th concerning the amount of penalty on this job.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

August 8, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Bond 184481 - Inter City Sand and Gravel
Contract Number #3839

Dear Mr. Glaisyer:

Thank you for your letter of July 16, which was in reply to our request for information with respect to the liability, to be assessed against this contractor for delay in completing the above contract.

According to your letter, this information will have to come from the engineer-in-charge and it will be a few weeks before this information is available. We shall appreciate your advice, ~~as~~ when you are in a position to give us this information.

Thanks kindly for your co-operation.

Very truly yours

H. T. Coleman
Howard T. Coleman, Manager
Fidelity and Surety Department

HTC:mam

$1255.55 penalty computed as of Aug 16.

[illegible]

REFERRED TO
BY SECRETARY

RECEIVED
[illegible] 1954
[illegible]
STATE HIGHWAY COMMISSION

AUTOMOBILE---FIDELITY & SURETY---BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE---PLATE GLASS---GROUP DISABILITY

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 13, 1954

Section Springfield

Kind of work Grading and paving

Highway McKenzie

Section prefix 20-1066

Contractor Inter City Sand & Gravel Co.

Contract number 3839

Date of contract January 13, 1953

Date of completion August 31, 1953

Date work started February 4, 1953

Estimated date of completion July 30, 1954

Amount of contract $292,450.00

Per cent of time elapsed 523/231 226.4 %

Estimated cost of completed project, exclusive of engineering $289,651.90

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $33,127.78, 14.8 %

Date project was completed July 30th 1954, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has completed project and Semi-final Estimate was sent in August 10, 1954

NOTED

NOTED
B. A. MARTIN

NOTED
FORREST COOPER

Signed F. L. Epley

Address 506½ Main str. Springfield, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.18	2.18		2.18	2.18
Miles partially completed	2.18	2.18		2.18	2.18
Miles completed	2.18	2.18		2.18	2.18
Total estimated quantities	21,374 CY	28,556 cy		64 T	19,435 T
Estimated quantities moved or placed to date	19,212 CY	33,244 cy		50 T	11,264 T
Average daily quantities	Completed	Completed		Completed	Completed
Average daily quantities necessary to complete project on time	■	■		■	■
Number shifts per day	—	—		—	—
Hours per shift	—	—		—	—
Average force on project for week	—	—		—	—

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair	~~Fair~~	
Tuesday	Fair		
Wednesday	Hot		
Thursday	Cloudy		
Friday	Showers		
Saturday			

State Printing

RECEIVED
AUG 6 - 1954
FOR FILING

F-117 (17)

3839

August 4, 1954

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 30, 1954 on Contract No. 3839, Springfield Section, in Lane County, in connection with Federal Aid Project No. F-117 (17).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:dw

cc: John Cattrall

RECEIVED
JUL 19 1954
FOR FILING

July 16, 1954

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

ATTENTION: Howard T. Coleman, Manager
Fidelity and Surety Department

Dear Sir:

We contacted the Construction Department and the Office Engineering Department today concerning the amount of penalty to be assessed against the Inter City Sand and Gravel, Contract No. 3839, your bond #184481.

The latest engineer's report shows that completion of the project was expected on July 15th. At this date however, we have had no notice that the contract has been completed.

In determining the amount of penalty over a period as far back as August 31, 1953, it is necessary to secure a great deal of information from the engineer in charge. Under ordinary circumstances this information is not supplied until after the contract has been completed.

At this date, we can find no information whatever as to the amount of penalty, even close enough for a shotgun estimate. Within the next few weeks the information should be available.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

July 15, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Re: Bond #184481 Inter City Sand and Gravel, Contract No. 3839

Dear Mr. Glaisyer:

Thank you for your letter of July 6 with reference to our request for information regarding delay on the above contract.

We shall greatly appreciate your advising us the approximate amount of the penalty to be assessed against Inter City Sand and Gravel Company.

Thanks kindly for your co-operation.

Very truly yours

H. T. Coleman

Howard T. Coleman, Manager
Fidelity and Surety Department

HTC:lg

REFERRED TO
[illegible]
BY SECRETARY
[illegible]

RECEIVED
[illegible] 1954
OREGON
STATE HIGHWAY COMMISSION

AUTOMOBILE---FIDELITY & SURETY---BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE---PLATE GLASS---GROUP DISABILITY

RECEIVED
FOR FILING

[illegible]
3839

July 6, 1954

Mr. Howard T. Coleman, Manager
United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Dear Mr. Coleman:

Reference is made to your letter of July 2 regarding State Highway Contract No. 3839, awarded to Inter City Sand and Gravel Company, Inc., for grading and paving the Springfield Section of the McKenzie Highway in Lane County. In the second paragraph of your letter, you mention the granting of an extension of time from August 1953 to completion of the project with penalty, and you also indicate that the Inter City Sand and Gravel Company might have been relieved of a portion of this penalty.

I have checked the records and I find that the time limit specified for completion of this project was August 31, 1953. The work was not done at that time and the date of completion was extended to November 30, 1953 with penalty assessed. I also find that because the work was not completed within the extended time limit, it was necessary to further extend this limit to June 15, 1954 with the same penalty. So far as I am able to ascertain, there has been no change in the penalty assessed against this contract. Moreover, a reduction in the amount of the penalty is not being considered.

Accordingly, when the final voucher for the job is prepared, it will include an amount as penalty dating back to August 31, 1953. Usually the penalty consists of the costs of the engineering supervision accrued since the date of completion specified in the contract. In this case, it will be those costs accrued since August 31, 1953 up to the time the job was completed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING

PORTLAND 4, OREGON

July 2, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Bond #184481 Inter City Sand and Gravel Co., Inc.
Contract No. 3839 South A Street Project, Springfield Oregon

Dear Mr. Glaisyer:

We wish to thank you for returning our contract status report form indicating that this job was approximately 93% completed for Estimate #11 of March 10, 1954.

However, the form also indicates that the job is approximately one year behind schedule. A prior status report indicates that an extension of time had been granted with penalty from August, 1953 to completion. Our agent also informs us that Inter City Sand and Gravel may have received some extension of time which would reduce this penalty for delay. In order that our records may be complete, we shall greatly appreciate your advising us just what the status of this extension may be.

Thanks kindly for your co-operation.

Very truly yours

H. T. Coleman

HTC:lg

Howard T. Coleman, Manager

ANSWERED
H. B. GLAISYER

RECEIVED
JUL 6 1954
OREGON
STATE HIGHWAY COMMISSION

AUTOMOBILE---FIDELITY & SURETY---BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE---PLATE GLASS---GROUP DISABILITY

Form PR 2 (Revised 1950)

1162

State Oregon

Federal Aid Project No. F-117(17)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of April, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of August, 1949, a program, which was approved on the 31st day of August, 1950, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 7th day of November, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred seventy-one thousand and 00/100 dollars ($171,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; (Include date and citation of

Chapter 529, Laws 1939.

act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

Article II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 19+19.19 in the SW 1/4, Section 35, T. 17 S., R. 3 W., W.M., and survey station 131+05 in the SW 1/4, Section 31, T. 17 S., R. 2 W., W.M., at the east city limits, all in Springfield, without exception,

, length 2.179 miles, in Lane County, being Oregon Federal Aid project No. F-117(17), consisting of 2.179 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, of ~~a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

One hundred seventy-one thousand and 00/100

dollars ($171,000.00), which does not exceed the authorized Federal pro rata share of

Two hundred seventy-six thousand, eight hundred eleven and 70/100

dollars ($276,811.70), the approved total estimated cost of said project.

PAYMENTS

Article V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5

Oregon State Highway Department

Federal Aid Project
No. F-117 (17)

SPRINGFIELD SECTION OF THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code 6201
4-Lane Roadway (Sta. 19+19.19 to Sta. 131+05) (Low Bid Prices)

All Required		Clearing and Grubbing		$ 7,500.00
450	sq. yds.	Removal of Pavement	$ 1.50	675.00
320	lin. ft.	Removal of Curbs	1.00	320.00
4	only	Removal of Catch Basins	20.00	80.00
1	only	Removal of Manholes	35.00	35.00
6,400	cu. yds.	Structural Excavation, Unclassified	1.50	9,600.00
23,500	cu. yds.	General Excavation, Unclassified	0.60	14,100.00
78,000	yd. stas.	Short Overhaul	0.02	1,560.00
800	C-yd. stas.	Long Overhaul	0.50	400.00
2.18	miles	Finishing Roadbed and Slopes	1,000.00	2,180.00
240	cu. yds.	Furnishing and Placing Topsoil	2.00	480.00
1,550	lin. ft.	6-inch Perforated Metal Drain Pipe	1.75	2,712.50
6,400	lin. ft.	8-inch Perforated Metal Drain Pipe	2.00	12,800.00
560	cu. yds.	3/8" - 0 Backfill in Drains	4.00	2,240.00
1,300	lin. ft.	18-inch Concrete Pipe	3.00	3,900.00
70	lin. ft.	24-inch Concrete Pipe	4.15	290.50
1,900	lin. ft.	8-inch Sewer Pipe	1.25	2,375.00
380	lin. ft.	10-inch Sewer Pipe	1.50	570.00
2,040	lin. ft.	12-inch Sewer Pipe	1.75	3,570.00
1,330	lin. ft.	18-inch Sewer Pipe	2.75	3,657.50
2,950	lin. ft.	24-inch Reinforced Sewer Pipe	4.15	12,242.50
3,070	lin. ft.	30-inch Reinforced Sewer Pipe	5.65	17,345.50
450	lin. ft.	Salvaging Culvert Pipe	2.00	900.00
130	lin. ft.	½-inch Galvanised Iron Pipe	0.75	97.50
230	lin. ft.	3/4-inch Galvanised Iron Pipe	0.75	172.50
380	lin. ft.	1-inch Galvanised Iron Pipe	1.00	380.00
70	lin. ft.	1¼-inch Galvanised Iron Pipe	1.25	87.50
50	lin. ft.	1½-inch Galvanised Iron Pipe	1.50	75.00
4	only	1-inch Control Valves	25.00	100.00
1	only	1¼-inch Control Valves	25.00	25.00
6	only	½-inch Drain Valves	4.00	24.00
42	only	Pop-up Sprinkler Heads, Non-Revolving	5.00	210.00
45	only	Concrete Catch Basins	60.00	2,700.00
25	only	Concrete Manholes	225.00	5,625.00
3	only	Adjustment of Manholes	50.00	150.00
4	only	Adjustment of Catch Basins	20.00	80.00
900	cu. yds.	Concrete Curbs and Gutters	37.00	33,300.00

800	only	3/4" x 8" Dowel Bars in Gutter	$ 0.40	$ 320.00
210	sq. yds.	4-inch Concrete Walks and Surfacings	3.00	630.00
30	lin. ft.	1-inch Electrical Conduit	1.00	30.00
31,400	cu. yds.	Selected Roadbed Topping	0.45	14,130.00
50,000	yd. miles.	Hauling Roadbed Topping	0.20	10,000.00
3,100	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.25	6,975.00
700	M-gals.	Sprinkling	2.50	1,750.00
430	cu. yds.	3/4" - 0 Material in Binder Course	4.00	1,720.00
70	tons	RC-3 Asphalt in Binder Course	42.00	2,940.00
10,400	tons	Class "B" Asphaltic Concrete	6.40	66,560.00
46	tons	RS-1 Emulsified Asphalt in Seal Coat	43.00	1,978.00
280	cu. yds.	Aggregate in Seal Coat	5.00	1,400.00
170	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	170.00
8,000	sq. ft.	Preparing Soil and Seeding	0.05	400.00
12	lbs.	Grass Seed, Highland Bent	2.00	24.00
20	lbs.	Grass Seed, Creeping Red Fescue	2.00	40.00
2	cwt.	Commercial Fertiliser (6-10-4)	10.00	20.00
			Subtotal	$251,647.00
			10% Engr. & Cont.	25,164.70
			Total	$276,811.70

Length of Roadway	2.179 miles
Cost per Mile	$127,036.11

Federal Funds- -	$171,000.00
State Funds- -	105,811.70
	$276,811.70

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department Federal Aid Project No. F-117 (17)

SPRINGFIELD SECTION OF THE
McKENZIE HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 30, 1952

Type Code 6201
4-Lane Roadway (Sta. 19+19.19 to Sta. 131+05)

All Required		Clearing and Grubbing		$ 3,500.00
450	sq. yds.	Removal of Pavement	$ 1.00	450.00
320	lin. ft.	Removal of Curbs	0.50	160.00
4	only	Removal of Catch Basins	30.00	120.00
1	only	Removal of Manholes	50.00	50.00
6,400	cu. yds.	Structural Excavation, Unclassified	2.75	17,600.00
23,500	cu. yds.	General Excavation, Unclassified	0.60	14,100.00
78,000	yd. sta.	Short Overhaul	0.02	1,560.00
800	C-yd. sta.	Long Overhaul	0.50	400.00
2.18	miles	Finishing Roadbed and Slopes	700.00	1,526.00
240	cu. yds.	Furnishing and Placing Topsoil	2.50	600.00
1,550	lin. ft.	6-inch Perforated Metal Drain Pipe	2.00	3,100.00
6,400	lin. ft.	8-inch Perforated Metal Drain Pipe	2.25	14,400.00
560	cu. yds.	3/8" - 0 Backfill in Drains	4.00	2,240.00
1,300	lin. ft.	18-inch Concrete Pipe	3.50	4,550.00
70	lin. ft.	24-inch Concrete Pipe	4.75	332.50
1,900	lin. ft.	8-inch Sewer Pipe	1.25	2,375.00
380	lin. ft.	10-inch Sewer Pipe	1.65	627.00
2,040	lin. ft.	12-inch Sewer Pipe	2.00	4,080.00
1,330	lin. ft.	18-inch Sewer Pipe	3.00	3,990.00
2,950	lin. ft.	24-inch Reinforced Sewer Pipe	4.25	12,537.50
3,070	lin. ft.	30-inch Reinforced Sewer Pipe	6.00	18,420.00
450	lin. ft.	Salvaging Culvert Pipe	2.00	900.00
130	lin. ft.	½-inch Galvanized Iron Pipe	0.50	65.00
230	lin. ft.	3/4-inch Galvanized Iron Pipe	0.60	138.00
380	lin. ft.	1-inch Galvanized Iron Pipe	0.70	266.00
70	lin. ft.	1¼-inch Galvanized Iron Pipe	0.85	59.50
50	lin. ft.	1½-inch Galvanized Iron Pipe	1.00	50.00
4	only	1-inch Control Valves	14.00	56.00
1	only	1¼-inch Control Valves	17.00	17.00
6	only	½-inch Drain Valves	9.00	54.00
42	only	Pop-up Sprinkler Heads, Non-Revolving	4.00	168.00
45	only	Concrete Catch Basins	75.00	3,375.00
25	only	Concrete Manholes	225.00	5,625.00
3	only	Adjustment of Manholes	75.00	225.00
4	only	Adjustment of Catch Basins	35.00	140.00
900	cu. yds.	Concrete Curbs and Gutters	45.00	40,500.00

800	only	3/4" x 8" Dowel Bars in Gutter	$ 0.60	$ 480.00
210	sq. yds.	4-inch Concrete Walks and Surfacing	4.00	840.00
30	lin. ft.	1-inch Electrical Conduit	0.75	22.50
31,400	cu. yds.	Selected Roadbed Topping	0.70	21,980.00
50,000	yd. mi.	Hauling Roadbed Topping	0.18	9,000.00
3,100	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.75	8,525.00
700	M-gal.	Sprinkling	2.50	1,750.00
430	cu. yds.	3/4" - 0 Material in Binder Course	3.75	1,612.50
70	tons	RC-3 Asphalt in Binder Course	45.00	3,150.00
10,400	tons	Class "B" Asphaltic Concrete	6.75	70,200.00
46	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	2,300.00
280	cu. yds.	Aggregate in Seal Coat	5.50	1,540.00
170	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	170.00
8,000	sq. ft.	Preparing Soil and Seeding	0.04	320.00
12	lbs.	Grass Seed, Highland Bent	1.25	15.00
20	lbs.	Grass Seed, Creeping Red Fescue	1.10	22.00
2	cwt.	Commercial Fertilizer (6-10-4)	5.00	10.00
			Subtotal	$280,293.50
			10% Engr. & Cont.	28,029.35
			Total	$308,322.85

Length of Roadway 2.179 miles
Cost per mile $141,497.40

Federal Funds- -$180,000.00
State Funds- 128,322.85

$308,322.85

SPRINGFIELD SECTION

PROJECT NO. F-117 (17)

While negotiations for rights of way are in progress, one parcel has not been acquired, but it is now believed that all necessary rights of way or rights of entry can be made fully available within fifteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

November 7, 1952

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3837

February 4, 1954

Inter City Sand & Gravel Co., Inc.
3[illegible] Franklin Blvd.
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 21, 1954, had under discussion your request for an extension of time from November 30, 1953 to and including June 15, 1954 within which to complete your contract No. 3837, for grading and paving on the Springfield Section of the McKenzie Highway in Lane County.

The Highway Commission granted your request with the provision that all engineering cost be assessed from August 31, 1953 to the actual completion date of the contract as penalty. The Commission's action was based upon the recommendation of the State Highway Engineer whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Tom Edwards

cc: ~~[illegible] Welton,~~
Division Engineer

Forrest [illegible]ley,
Resident Engineer

[illegible]. G. Smith,
Construction Engineer

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3639

January 14, 1954

Oregon State Highway Commission

Request for extension of time
No. 13
January 21 and 22 Meeting

Gentlemen:

Herewith is a request from the Inter City Sand and Gravel Company for an extension of time on the Springfield Section of the McKenzie Highway, Contract No. 3639, from November 30, 1953 to June 15, 1954, inclusive.

On October 29, you granted an extension on this contract from August 31 to November 30, with the provision that the engineering penalty be assessed from August 31, 1953 to the actual completion date. It is recommended that this extension be granted with the same provisions; namely, the engineering penalty should be assessed from August 31 to the actual completion date.

Mr. C. G. Polk concurs in this recommendation.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

Enclosure

cc Mr. H. G. Smith

HGS: fp

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JAN 15 1954
FOR FILING

F-117 (7)

[illegible]

January 13, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In reference to Federal Aid Project No. F-117 (7), Springfield Section, the information shown on sheet No. 5 of the plans regarding the railroad track relocation is in error and should read "Relocate Railroad Tracks - To be done by State."

A check of our Railroad File #16265 shows that the tracks in question are owned by the Clear Fir Lumber Company and were on property leased from the Southern Pacific Company. This Southern Pacific Property was sold to the State for the new highway location and due to property negotiation with the Clear Fir Lumber Company, File #16277, the State was to relocate the tracks on the Lumber Company's property outside of the new right of way.

In further clarification, the 5-foot slope easement, as shown on sheet No. 5 of the plans is on property owned by the Clear Fir Lumber Company and has no relation to the Southern Pacific Company.

We will be glad to furnish any additional information needed by your office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JWN:tp

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JAN 15 1954
FOR FILING

January 12, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Springfield Section Contract No. 3839, Oregon F-117 (17), from November 30, 1953 to June 15, 1954 to the Inter-city Sand & Gravel Company, Inc.

On August 15, 1953 you concurred in an extension from August 31 to November 30, 1953, subject to assessment of an engineering penalty from August 31, 1953 to the actual completion date. Your concurrence is requested on this second extension with the same penalty to be assessed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

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FOR FILING

November 17, 1953

Inter City Sand & Gravel Co.,Inc.
3698 Franklin Blvd.
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from August 31 to November 30, 1953 within which to complete your contract No. 3839, for grading and paving on the Springfield Section of the McKenzie Highway in Lane County.

The Highway Commission granted your request with the provision that the engineering penalty be assessed from August 31, 1953 to the actual completion date of the contract. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

Forrest Epley,
Resident Engineer

H. O. Smith,
Construction Engineer

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FOR FILING

117(G)

[illegible]

4645

No. 4645
By WCW

ASSIGNMENT

Date: ~~Nov. 10, 1953~~

Description: 6 copies of Bill No. 429862 from S. P. Co., 65 Market St., San Francisco 5, Calif., 11-5-53, for labor and material for installation of grade crossing protection at South "A" St. in Springfield, Ore., in the amount of $250.07.

Acknowledged by _____ Referred to C. A. Gardner

Investigate and report with recommendation
XXX ~~Investigation,~~ such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed ________ Report received _______

Remarks: Bill being processed for payt. Gardner

RECEIVED
OCT 21 1953
FOR FILING

October 20, 1953

Request for extension of time
No. 15
October 29 and 30 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Inter-City Sand and Gravel Company for an extension of time on Contract No. 3839, Springfield Section, McKenzie Highway, from August 31, 1953 to November 30, 1953.

While the contractor was delayed to a certain extent by wet weather and the failure of utilities to promptly move their facilities, he has not at any time attempted to push this project. Ample time was provided for completion and it is my belief that the project could have been completed had an attempt been made.

I recommend that the extension be granted with engineering penalty to be assessed from the specified completion date to the actual completion date. Mr. C. G. Polk concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP:js lg

RECEIVED
FOR FILING

F-117(17)

3839—

FORM -126K 25M 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Oct. 16, 1953

Senator John C. F. Merrifield
13th Senatorial District
1015 Equitable Building
Portland 4, Oregon

NOTED
W. C. WILLIAMS

Dear Senator Merrifield:

This will acknowledge receipt of your letter under date of October 9, 1953, with respect to a claim made by Mr. Bob A. Friedman against the Highway Commission.

This is to advise you that Mr. Friedman's claim was considered on its own merits by this writer, and that my reply to him was not a "routine denial". I have made a study of the facts involved in this claim and the law pertaining thereto, and I reiterate that the same is not compensable. The case law is quite authoritative and clear that this type of damage is not compensable.

You are well aware, I trust, of the statutory limitations placed upon the Commission with respect to the funds in its control and at its disposal. Said funds are held in public trust and can be expended only for certain prescribed purposes. The Highway Commission has no authority to pay claims of this kind.

With respect to your question as to whether or not we receive many claims of this kind, I must reply in the negative. I might add that I know of no case wherein any such claim has been recognized by this Department.

I hope that this letter will fully answer any questions you have concerning this matter.

TJR:FRC

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

THOMAS J. REEDER
Assistant Attorney

cc- Mr. Bob A. Friedman
Mr. W. C. Williams
Inter City Sand
& Gravel

RECEIVED
FOR FILING

F-117(17)

[illegible]

October 13th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Springfield Contract #3839, Oregon F-117(17), from August 31st, 1953, to November 30th, 1953, to the Inter-City Sand and Gravel Company.

While the contractor was delayed to a certain extent by wet weather and failure of utilities to promptly move their facilities, he has not at any time attempted to push this project. Ample time was provided for completion, and it is my belief that the project could have been completed within the specified limits.

I would recommend the extension be granted with engineering penalty to be assessed from the specified completion date to the actual completion date.

Very truly yours,

R. H. Baldock
State Highway Engineer

h

cc to: H. G. Smith

RECEIVED
FORM E-123X 37,300 4-52
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 2, 1953

F 117 (17)
[illegible]

NOTED
W. C. WILLIAMS

Inter City Sand & Gravel Company
3690 Franklin Boulevard
Eugene, Oregon

Re: Contract No. 3839-South "A" Street
Project

Gentlemen:

Attached herewith you will find a copy of a letter from a Mr. Bob A. Friedman, representing National Surplus Sales, who operates a retail store at 1955 Main Street, Springfield, Oregon. In Mr. Friedman's letter he asserts a claim against the State based upon business interruption to his firm, brought about by the construction of the South "A" Street project by your Company.

Also attached hereto is my letter to Mr. Friedman wherein I answer his claim letter. You will note that we have denied his claim. However, I am forwarding the above mentioned letters to you so that you will be fully informed as to the claim, and may take whatever steps you deem necessary. Although we do not consider this claim to be meritorious and do not think that the same would be upheld in court, we do feel that the responsibility for this sort of thing would lie with the contractor. Please refer to paragraph 6-16 under the heading of "Public Safety and Convenience" in the General Specifications and Contract Agreement (Contract No. 3839).

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

THOMAS J. REEDER
Assistant Attorney

TJR:jfw
Encls. 2
cc: Mr. W. C. Williams ✓
Asst. State Highway Engineer

RECEIVED
FORM E-189X 25M 11-51
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
OCT 2 1953
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. C. WILLIAMS

Oct.1, 1953

National Surplus Sales
624 S.W. First Avenue
Portland 4, Oregon

Attention: Mr. Bob A. Friedman

Dear Mr. Friedman:

Re: Claim Made by National
Surplus Sales

Your letter of September 5, 1953, addressed to the Highway Department, has been referred to me for answer.

In your letter, you assert a claim against the State for $377.60, said claim being predicated upon loss of business incurred in the operation of your Retail Store in Springfield because of limited access to the same during the construction of the South "A" Street project in Springfield.

With respect to such claim, a study and investigation of the facts and the law pertaining thereto has been made by this office. As a result of such study and investigation, it is the opinion of this office that your claim be denied. It is regrettable that frequently abutting property owners along with the public in general are often inconvenienced by highway construction. It is the policy of the Highway Department to eliminate such inconveniences whenever possible; however, you can readily understand that it is impossible to eliminate such inconveniences entirely, and that these passing inconveniences are the inevitable result of a progressive highway program.

In several cases heretofore decided by our Supreme Court, the rule has been laid down that interference with access to the premises of an abutting owner by public improvements in the street or highway of the kind herein involved does not constitute a taking or appropriation of private property for a public use requiring compensation within the meaning of either the Constitution, statutory law or common law. Therefore, I reiterate that we can not recognize your claim, and trust that you along with the residents of Springfield will enjoy the benefits of your new street, which will be completed at considerable expense to the State.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

THOMAS J. REEDER
Assistant Attorney

TJR:FRC

cc- Mr. W. C. Williams
Mr. H. G. Smith
Inter City Sand & Gravel

FORM E-30 25M 9-51 82215

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 16, 1953

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

Dear Sir:

I am returning herewith Assignment No. 4484 which has to do with the claim of the National Surplus Sales Company for loss of business at their Springfield store due to construction of the South "A" Street project.

While Mr. Edwards seems to feel that the contractor might have speeded the work up a bit, I do not think it is possible to make an omelet without breaking a few eggs. Claims of this kind are nebulous and hard to prove at best, and I do not feel that the State is obligated to provide ingress and egress 100% of the time during construction. We always try to be as reasonable as possible and it may be that we were a bit lax in this case, but I am opposed to establishing a precedent of paying claims of this kind.

Very truly yours,

H. G. Smith
Construction Engineer

By
Forrest Cooper
Ass't. Construction Engineer

FC:js
Encl.
cc Tom Edwards

RECEIVED
SEP 16 1953
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E 90 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 11, 1953

SUBJECT:

To: H. G. Smith
Construction Engineer

Dear Sir

Reply is made to your letter of September 9th transmitting a copy of the claim from National Surplus Sales, 1955 Main Street, Springfield, Oregon, alleging loss of business totaling $377.60 due to blocking of access for eight days during the month of August.

I have discussed this matter with Resident Engineer Epley. He informs me that the contractor worked the unit between 19th street and 20th street on the southerly side as a complete unit. The grading required approximately two and one-half days with an additional one and one-half days required to place and backfill the 8" perforated drain pipe. Approximately two more days were required to place the base rock which restored access to the property. The contractor works only five days per week, therefore, the operation ran over Saturday and Sunday requiring a total of about eight days.

I believe it would have been possible for the contractor to have worked this section by other and more expeditious methods which would not have required a total blocking of access to the property for a period of eight days. I believe, therefore, that the contractor should be presented with the claim from the National Surplus Sales.

If you so concur, please advise and I will take the matter up with the contractor.

Very truly yours

Tom Edwards
Division Engineer

TE:rw

NOTED
FORREST CO

No. 4484
By wcw

ASSIGNMENT

Date: **September 9, 1953**

Description: **Letter of September 5 by National Surplus Sales (Bob Friedman) regarding alleged loss of business in amount of $377.60 due to construction work**

Acknowledged by _____ Referred to **Smith** ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 9-16-53 Report received ________

Remarks: **Get data pertaining to this, and we will refer to Legal Department. WCW**

National SURPLUS SALES

BOB A. FRIEDMAN
SUCCESSOR TO:
WM. GREENBERG WAR SURPLUS

624 S.W. FIRST AVENUE PORTLAND 4, OREGON ATwater 4183

WHOLESALE-RETAIL
GOVERNMENT SURPLUS
CAMPING EQUIPMENT
TENTS
TARPAULINS
CLOTHING
FOOTWEAR
RAIN GEAR
BEDDING
CONSTRUCTION AND LOGGING CAMP SUPPLIES

September 5, 1953

State of Oregon
Department of Highways
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Subject: Damage Claim

Gentlemen:

Our firm owns and operates a branch retail store at 1955 Main St. Springfield, Oregon.

During the month of August, 1953 the State of Oregon caused to be constructed a new road in Springfield. In the course of said construction the excavation and equipment at the junction of this road with Main Street, which location coincides with that of the store, brought about a condition which completely obviated physical access to our premises by out patrons and shoppers. We were thus forced to close down our business and discontinue all operations for the period of August 11 through August 18, inclusive.

As a result of this business interruption our firm sustained a loss of $377.60. This figure represents the gross profit for the eight days calculated against an average volume of $118.00 per day.

We, therefore, respectfully request reimbursement in the amount of $377.60 from the State of Oregon to cover the aforesaid damages.

Very truly yours,
NATIONAL SURPLUS SALES

Bob A. Friedman
Bob A. Friedman,
Owner

NOTED
FORREST COOPER

RECEIVED
SEP [illegible] 1953
OREGON
STATE HIGHWAY COMMISSION

LARGEST, MOST COMPREHENSIVE NATIONAL Surplus Sales SURPLUS STOCK IN THE NORTHWEST

RECEIVED
FOR FILING

FORM E-30 25M 9-51 82310

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 1, 1953

To:
Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

SUBJECT:

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between the Inter-City Sand and Gravel Company and Central Heating Company covering Items 45 to 50, inclusive, on the Springfield Section of the McKenzie Highway, Ore. F-117(17), is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js
Encl.
cc W. C. Williams
2 - C. G. Polk

3739

RECEIVED
JUN 22 1953
FOR FILING

June 19, 1953

Inter-City Sand & Gravel Company, Inc.
3698 Franklin Boulevard
Eugene, Oregon

Gentlemen:

In order to facilitate construction operations on the Springfield project, Contract No. 3839, by avoiding the moving of the paving plant now set up to use materials from the Eugene Sand and Gravel Company, you are authorized to substitute materials from the State pit for an equal amount of materials obtained from the Eugene Sand and Gravel Company pit. It is understood that this is to include crushed materials for shoulders and leveling course as well as the asphaltic concrete pavement.

The material from the State pit for substitution must be taken in a manner to facilitate measurement and be removed in a continuous operation in as short a time as possible, giving due notice to the resident engineer before the removal takes place so that he can measure the yardage taken. It shall not be removed until after the completion of the Springfield job and the substitute material has been furnished.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS: me

cc Central Heating Company
865 Olive Street
Eugene, Oregon

Mr. H. G. Smith
Mr. Tom Edwards
Mr. Forrest Epley

RECEIVED
MAY 26 1953
FOR FILING

F-117(17)

3839

May 18, 1953

NOTED
W. C. WILLIAM

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 4, 1953 on Contract No. 3839, Springfield Section, in connection with Federal Aid Project No. F-117 (17).

Very truly yours,

R. H. Baldock
State Highway Engineer

By (sgd) S.H.P.

for W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
FOR FILING

February 13, 1953

Inter City Sand & Gravel Co.,Inc.
3698 Franklin Blvd.
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3839, which was awarded to you on January 13, 1953 by the State Highway Commission, for grading and paving on the Springfield Section of the McKenzie Highway in Lane County.

An executed copy of the above contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
[illegible] 1953
FOR FILING
FORM E-30 25M 9-51 52315

7-117 (17)

[illegible]

3907

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16th, 1953

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #3907, the resident engineer has been instructed to obtain a price agreement from the contractor for jacking a 48-inch pipe under the tracks and for a 30-inch metal siphon pipe with special joints to be threaded through the 48-inch pipe.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

No. 3907
By

ASSIGNMENT

Date: December 16, 1952

Description: Letter of December 9 from L. P. Hopkins and file (1) re installation of 30" concrete sewer to be installed at South "A" Street extension, McKenzie River Highway, Springfield

Acknowledged by _ _ _ _ _ Referred to _ _ Smith ✓ _ _ _ _ _ _ _ _ _

Investigate and report with recommendation
xxx [illegible], such action as necessary and report
Comment or recommendation
Return with rough draft of reply signature
Please prepare for _

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 1-19-53 Report received _ _ _ _ _ _ _

Remarks:

7-51-12M

S-2660

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO

PD-20620-A

December 9, 1952

Mr. R. H. Baldock
Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Attention - Mr. W. C. Williams

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Yours December 2, relative installation of 30" concrete sewer to be installed at South "A" Street extension, McKenzie River Highway, Springfield.

It is customary that we require any large pipe under our track for handling continuous flow of water to be installed in a conduit to facilitate repairs in event of breakage. Also, this conduit allows water to flow on each side of the track and if a breakage or leak occurs it gives our railroad better protection.

We have found over a period of years that this is the best type of construction for any sewer or other construction, and request that State, when this work progresses, work toward that end and have their contractor jack the pipe under rails without distrubing our roadbed.

This wye track and that portion of the Woodburn-Springfield Branch is used considerable by our trains and it is impossible for us to remove the rails or allow open trench.

NOTED
W. C. WILLIAMS

Yours truly,

LPHopkins

RECEIVED
DEC 11 1952
OFFICE OF
STATE HIGHWAY ENGINEER

December 2, 1952

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Reference is made to the crossings of your branch line tracks at stations 29+68 and 29+86 on the Springfield Section of the McKenzie Highway, on which section bids were recently opened.

Our plans provide for a 30-inch concrete sewer which we state must be installed by trenching, tunneling or jacking, as approved by the Railroad Company. We understand there is some hesitancy on your part as to the adequacy of a 30-inch reinforced concrete pipe with 3½ feet of cover over the pipe, and that you might suggest a 42-inch metal pipe jacket around the concrete pipe.

In highway work we rate equally reinforced concrete pipe and metal pipe for structural adequacy and see no advantage in placing a jacket around the pipe, since the jacket would have no drainage. We could, however, substitute a 30-inch corrugated iron pipe in lieu of the concrete pipe under the railroad crossings if you have found that type of construction to be more satisfactory in railroad work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. Tom Edwards

HGS lg

RECEIVED
[illegible] 1953
FOR FILING

F-119 [illegible]

3839

AGENDA
JAN 21 1953

January 13, 1953

Inter-City Sand and Gravel Company
3698 South 99
Eugene, Oregon

Gentlemen:

The State Highway Commission on November 24, 1952, accepted your proposal for grading and paving on the Springfield Section of the McKenzie Highway in Lane County for the sum of $251,647, and on the same day awarded Contract No. 3839 to you subject to clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - W. M. Franzen
H. G. Smith
S. H. Probert
Goldie Lewis

S+C

RECEIVED
1953
FOR FILING

F-11[illegible]

3839

AGENDA
JAN 21 1953

1-h

January 13, 1953

Inter-City Sand and Gravel Company
3698 South 99
Eugene, Oregon

Gentlemen:

The State Highway Commission on November 24, 1952, accepted your proposal for grading and paving on the Springfield Section of the McKenzie Highway in Lane County for the sum of $251,647, and on the same day awarded Contract No. 3839 to you subject to clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - W. M. Franzwa
M. G. Smith
S. H. Probert
Goldie Lewis

S+C

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 13, 1953
4:00 p.m.

Inter-City Sand and Gravel Company
3698 South 99
Eugene, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Springfield Section of McKenzie Highway in Lane County for which you submitted low bid on November 24. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

4

31-7

INTER-CITY SAND & GRAVEL CO.
INCORPORATED
EUGENE AND SPRINGFIELD · OREGON
3698 HIGHWAY 99 SOUTH — EUGENE, OREGON
PHONE 4-5259

January 13, 1953

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

We received your telegraphic notification of clearance of right-of-way and award of contract for grading and paving 2.18 miles on the Springfield Section of the McKenzie Highway this date.

Our delay in responding to Mr. R. H. Baldock's letter of January 7, 1953 was occaisioned by our checking the problems posed thereby with your Resident Engineer, Mr. E. E. Umphlette.

Our proper corporate officers will execute the contract and bond in accordance with the provisions of your "Instructions to Bidders", upon the receipt thereof.

Sincerely,

Inter-City Sand and Gravel Co.,Inc

Fred R. Cheatham
Fred R. Cheatham
Office Manager

REFERRED TO
BY SECRETARY

NOTED
State Highway Engineer

RECEIVED
FOR FILING

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

F-117 (17)

[illegible]

January 13, 1953

F-117 (17)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-117(17), Springfield Section of the McKenzie Highway, we hereby concur as of this date in award of contract No. 3839 to Inter-City Sand and Gravel Company of Eugene, Oregon, low bidder in the amount of $251,647.00 at the November 24, 1952 bid opening.

Very truly yours,

C.G. POLK
District Engineer

By

A.F. Bester
A. F. BESTER
Highway Engineer

RECEIVED

FOR FILING

7-117

3839

January 13, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Springfield Section of the McKenzie Highway in Lane County, Project F-117 (17), to the Inter-City Sand & Gravel Company of Eugene, Oregon, on the basis of the bid of $251,647.00 submitted by it on November 24, 1952.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
JAN 12 1953
FOR FILING

[illegible]
Fed. Aid
Proj.

F-117(17)
F-117(17) 3829

January 7, 1953

NOTED
W. C. WILLIAMS

Inter-City Sand and Gravel Company
3698 Springfield Boulevard
Eugene, Oregon

Re: Springfield Section
McKenzie Highway
Federal Aid Project
F-117 (17)

Gentlemen:

Right of way clearances have been obtained from the Southern Pacific Company on the above project and the Highway Commission is now in a position to award to you said contract providing that you agree not to disturb the facilities of the Vancouver Plywood Corporation. These facilities are located on the right of way between Stations 48+50 and 51+00, and consist of sparpole guys and anchors.

It is anticipated that details relative to the moving of these facilities will be completed within two weeks and as soon as said guys and anchors can be moved,,this area can be turned over to you.

If you are willing to accept the contract on this basis, it can now be awarded. Please advise

Very truly yours,

R. H. BALDOCK
State Highway Engineer

RLP/fn

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

REFERRED TO agents
By State Highway Engineer

January 2, 1953

2/27

Mr. F. H. Hulley
General Tax and Right of Way Agent
Southern Pacific Company
702 Pacific Building
Portland, Oregon

R 16265 NOTED
State Highway Engineer

Dear Mr. Hulley:

This letter is written in confirmation of our telephone conversation of this date to advise you of the present status of the acceptance by the State of the option given to the City of Springfield by the Southern Pacific Company, which option has been assigned by the City to the State of Oregon, by and through its State Highway Commission.

As you know, paragraph 5-a of this option provides that the Railroad Company will be furnished with the releases or instruments of surrender from all of the persons holding any interest in and to the property covered by the option under license, lease or agreement with the Railroad Company. At its meeting on November 24, 1952, the Highway Commission accepted this option from Southern Pacific Company upon the condition that the State is subsequently able to furnish to the Railroad the releases or surrenders of interest held by other persons in the property, as required by paragraph 5-a of the option, and we have diligently pursued this acquisition for the purpose of securing the necessary releases or surrenders of interest in this property.

We have secured releases or surrenders of interest from the following persons or firms having an interest in the property to be conveyed to the State pursuant to the option:

J. W. Copeland Yards
Mountain States Power Company
Pacific Telephone and Telegraph Company
Vancouver Plywood Company
Clear Fir Products Company.

The original or a duplicate original of each of the above five releases, except that pertaining to Clear Fir Products Company is enclosed herewith, and we are also enclosing a signed copy of the option given by Clear Fir Products Company to the Commission, which option will be submitted to the Commission for its acceptance on its meeting on January 6, 1953.

The only remaining interest to be released or surrendered is that of the War Assets Administration in an easement for a sewer line, which easement was formerly held by the Oregon Wood Chemical Company. We have been advised verbally by representatives of the War Assets Administration that they have no objection to our proceeding with the work, and that they will give us a letter authorizing the State to proceed with the work, as contemplated, on the property sought to be acquired by the State embracing their easement. We anticipate that this letter will be received sometime next week.

With respect to the assignment of the interest of Vancouver Plywood Company, the State is obligated at its sole cost to relocate or realign the existing spur tract, and to erect a support for the existing high line utilized by Vancouver Plywood Company, which relocation and construction will be performed upon property leased by Vancouver Plywood Company from Southern Pacific Company not included in the right of way to be conveyed to the State. This relocation and construction work in general has been reviewed by Assistant Division Engineer Koberstein of Southern Pacific Company, and the State is now preparing detailed plans for the same for submission to the Railroad, which plans the Railroad requires before giving approval thereto, and as soon as these plans receive approval of the Railroad, or any necessary modifications thereof are worked out, this assignment from the Vancouver Plywood Company will be accepted by the State and will become final.

The contract for construction of this highway project was awarded by the Highway Commission on November 24, 1952, with the provision that the contractor could be kept off all of the right of way until January 7, 1953. The State, however, is obligated to make the entire right of way involved in this construction project available to the contractor by January seventh, so as to complete the conditions made at the time of the award and thereby clear the award of this contract with the Bureau of Public Roads, so as to meet their requirements that the right of way be clear, thus making the project eligible for Federal Aid.

To make possible the completion of the conditions of this award, it is requested that the Highway Commission at this time be permitted to accept and exercise the option dated May 15, 1952, given by Southern Pacific Company to the City of Springfield, which option has subsequently been assigned by the City of Springfield to the State of Oregon, by and through its State Highway Commission, and the term of which option has been extended by the Southern Pacific Company for an additional period of 90 days, making the same effective until February 15, 1953, without delivering to Southern Pacific Company at this time a written release from the War Assets Administration, and without awaiting final approval by Southern Pacific Company of the details of the relocation and construction of the facilities embraced in the assignment from the Vancouver Plywood Company, but with the understanding and agreement that the State will secure such release from the War Assets Administration and deliver the same to Southern Pacific Company within the term of the option (not later than February 15, 1953), and that the State will expeditiously prepare and deliver to Southern Pacific Company the details of the relocation and reconstruction of the facilities involved in the assignment from Vancouver Plywood Company, to the end that this assignment may be approved by Southern Pacific Company at the earliest possible date.

It is highly improbable that the contracter would for any reason have to go upon the property to be conveyed by Southern Pacific Company to the State prior to February 15, 1953, and in any event, the State will attempt to keep the contractor from going onto this property until such time as the release from the War Assets Administration can be secured and the assignment from the Vancouver Plywood Company has been approved by the Southern Pacific Company.

Your approval of the above request will be appreciated, for it is necessary to secure the same to facilitate the clearing of the conditions on the award of this construction contract and to secure the approval of the Bureau of Public Roads to the award of this contract, all of which must be accomplished not later than January 7, 1953.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
W. C. Williams
H. B. Glaisyer
R. L. Porter

RECEIVED
DEC 12 1958
FOR FILING

4-2-4
11/27/52

5117(17)
2829

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 8, 1952

SUBJECT:

To: Mr. Floyd Query
Office

Dear Sir:

Confirming our conversation of the other day, regarding the survey approval of the Springfield Section of the McKenzie Highway, I wish to advise that the Westerly end of the project is at Station 19+00 and the Easterly end at Station 132+00.

This survey is shown on Drawing No. 5B-36-8, on file in the main drafting room.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A. Pease
Edwin A. Pease
Construction Office Engineer

EAP:sh

The map shows sta. 19+19.19 to 131+05

RECEIVED

FOR FILING

F-117(17)

3137

November 28, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of November 18 relative to Oregon Project F-117 (17), Springfield Section of the McKenzie Highway. You request that assurance be given by means of a city resolution that parking will be prohibited on that portion of the roadway between 19th Street and Station 129. This is a section where we are widening the existing pavement to provide a width of 42 feet, plus shoulders, which will be utilized as a four-lane highway until such time as funds are available to provide for a modern 64-foot curbed street section. I fail to understand why you would require this assurance in a city resolution when the City has already passed the customary resolution prescribed for all urban and city FAS projects, which contains the following language: ". . . that no encroachments will be permitted on the streets and avenues traversed by State Highway No. ____ of the State of Oregon, known as the ____________________ Highway, which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient, and safe flow of traffic . . ."

In addition to this, the State, by statute authority, has control over the entire travelled portion of a city street over which highway traffic is routed. I am certain that the city would question the need of executing another resolution, and I can understand no reason why such should be done. Certainly there would be no attempt to park on a travelled lane of a 4-lane highway, but, if there were, the resolution already adopted by the city, in my mind, seems entirely sufficient. We will guarantee that the four traffic lanes will remain free from parking.

On this particular section a great portion of the distance has wide areas far in excess of the six-foot shoulders indicated, and certainly there should be no attempt to prohibit parking in such cases. We requested that you reconsider this matter and not require an additional ordinance from the city, for which we can see no reason.

As to adequate width of right of way, you are advised that several years ago the City of Springfield established setback lines, leaving a clear

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

NOTED
W. C. WILLIAMS

November 25, 1952

TO
Williams
Highway Engineer

Please see me re this

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The following is quoted for your information from an October 7 memorandum from Solicitor L. E. Boykin to Chief of Western Headquarters Raymond Archibald relative public hearings and consideration of economic effects in connection with by-passing of cities and towns within the meaning of the 1950 Federal Aid Highway Act:

> "Reference is made to your memorandum of August 5, 1952, to which was attached a copy of Mr. Lynch's memorandum of July 31 and a copy of a letter dated June 2 from the clerk of the Village of Smelterville, Shoshone County, Idaho, in connection with the proposed relocation of Federal-aid Primary Route 10 under the subject project. The letter from the village clerk quotes a resolution of the Board of Trustees of the village purporting to show that the residents and property holders of the village are in favor of the proposed link, directly west of the village, between the proposed U. S. Highway No. 10 and the present U.S. Highway No. 10 and of 'retaining the present access road as has been promulgated by the Idaho Department of Highways.'
>
> Mr. Lynch has requested advice as to two questions (1) whether the resolution passed by the Board of Trustees of the village can be considered a fulfillment of the requirement of Section 13 of the Federal Aid Highway Act of 1950 concerning public hearings in connection with by-passing of cities and towns; and (2) whether a public hearing is required under the above section since the letterhead shows Smelterville to be incorporated as a 'village.'
>
> Mr. Lynch states that the plans for the project are not available but that he assumes from the reference to 'access road' in the resolution that the village is by-passed within the meaning of the 1950 Act. He also states that an incorporated place of the size of the Village of Smelterville if located in Oregon would be designated a city. The 1950 Census shows an official population of 76 for the village.

The 1950 Act provides that the State highway department shall certify on by-pass projects 'that it has had public hearings and considered the economic effects' of the proposed location when such location by-passes any city or town. You state that it is your understanding that the public hearings must be held by the State highway department, and, therefore, any action purely by city officials would not be acceptable within the meaning of the Act. A study of the legislative history of this Act shows that the House of Representatives' version of the bill did not contain any requirement as to hearings. The Senate bill as originally introduced provided that hearings on by-pass locations should be held by the Bureau of Public Roads but as passed by the Senate the provision read the same as the Act except that it referred to 'cities, towns and villages'. In the conference between the Senate and the House the word 'villages' was eliminated. The conference report gives no reason for its elimination but merely states that it has been eliminated. The elimination of the word does not appear to have been discussed on the floor of either House when the Report of the Conferees was up for adoption.

Since the Act provides that the State highway department must certify that 'it has had public hearings' and since this appears to be a modification of the original bill which required the Bureau of Public Roads to hold such hearings, it is believed that the required hearings must be held under the sponsorship of the State highway department. This does not mean that the actual hearing cannot be held by the town or other political subdivision, but that the State must be responsible for seeing that such hearing is held and for considering the economic effects of the by-pass.

A meeting of the Board of Trustees of a village would not in itself constitute the public hearing required by the Act but such a hearing could be conducted at a meeting of such a board if proper notice of the purpose had been given and an opportunity given at the meeting for the citizens to be heard. For instance if notice that such a meeting was to be held had been posted in prominent places in the village and contained a statement to the effect that the proposed by-pass project would be considered at the meeting and anyone having anything to say relative thereto would be given an opportunity to be heard, and in fact all such persons were heard at said meeting, then a resolution such as presented in this instance might be indicative of the attitude of the community and could possibly form the basis for certification by the State that the required hearing had been held.

As previously stated there is no indication in the legislative history of the Act as to why the word 'villages' was eliminated from the bill as passed by the Senate. This elimination could have been made for either of two reasons (1) to attempt to limit the application of the Act to larger municipalities and (2) to eliminate the usage of two words meaning practically the same thing. Usually the term village conveys the impression of a smaller municipality than a town or city. However, it is not uncommon for an incorporated village to have some thousands of inhabitants and to belong in all essential respects in the same class with many municipalities that are elsewhere called cities. It may be, therefore, that there was no intention to prevent the application of the Act to villages but that the term 'town' is used in its generic sense and may be inclusive of any organized community less than a city. In this connection it is noted that the Idaho Courts have held that 'any municipal subdivision of a county less than a city is included within either of the terms 'town' or 'village'.'

It would seem, therefore, that the provisions of the Act requiring a hearing would be applicable when the proposed location of a highway would by-pass any organized community regardless of whether it is termed a village or town under the local law."

Very truly yours,

C. G. POLK
District Engineer

By R.E. McMullen
R. E. McMULLEN
Program and Planning Engineer

RECEIVED
NOV 28 1952
OREGON
STATE HIGHWAY COMMISSION

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 18, 1952

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We enclose plans and proposal for Oregon Project F-117(17), Springfield Section of the McKenzie Highway, which have been conditionally approved.

Division Office approval is conditioned upon assurance that parking will be prohibited on that portion of the roadway between 19th Street and Station 129+00. Such assurance may be included in the usual city encroachment resolution or submitted separately and, in any event, must be received before we can concur in award of contract.

Also the Division Office has requested advice as to whether widening to 64 feet can be accomplished within the present right of way and, if not, whether setback lines have been or will be established to facilitate acquisiton of additional width.

It is noted that the preliminary estimate does not include the cost of work to be done by the Southern Pacific Company in connection with this project. While certain of the items of work might be eligible for Federal participation, it is the opinion of the Division Office that the signal installation could not be approved without obtaining a 10% contribution from the railroad. The new crossing on South "A" Street extension appears to be "essentially a relocation" of half of the existing route; so numbered paragraph 3 (rather than 4) of General Administrative Memorandum No. 325 would apply. This explanation is made merely to avoid any possible misunderstanding as to eligibility of the railroad work.

Very truly yours,

C. G. POLK
District Engineer

RECEIVED
NOV 18 1952
OREGON
STATE HIGHWAY COMMISSION

Encl.

RECEIVED

FOR FILING

F-117([illegible]).3737

Presented at Commission meeting on November 24, 1952 & noted by Commission and Engineer. /s/ H. B. Glaisyer

Const

R/W

McKenzie Hwy

Nov. 24, 1952.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

It has been suggested that we advise you of our plans for construction if awarded the Springfield Section of the McKensie Hwy. in Lane County. It is our plan to do the clearing and the storm sewers as soon as the rite away is available. Excavation, road bed topping and drainage at the engineers direction. We should be able to do a lot of the work during the winter.

Having no other work under contract at this time we have available a good amount of equipment and personell to perform this work. We have 12 shovels and draglines ranging from 1 1/2 yd to 3/8 yd capacity including 3 with back hoe attachments. We have 3 TD 24 Tractors with accessories, 1 TD 18 Tractor, 2 TD 9 Tractors, 2 Tournapulls, 3 road graders, 1 road roller, air compressors 315 to 105, 7 F8 dump trucks (none over 2 yrs old) 2 transports for moving of equipment, Cedar Rapids Junior Tandem Crushing Plant with bunkers, conveyors, etc. All of this equipment is in above average condition and the larger equipment is quite new. In addition to these we have our permanent screening and crushing plant and our Noble batching plant for redimix concrete located about 1/2 mile from the west end of the project in Glenwood. Our office and shops are at this same location.

We have done a lot of pipe work in the City of Springfield and feel well qualified. At this time we propose to sub let the asphalt and oiling to the Central Heating Co. of Eugene and do the rest of the work with our own crews and supervision.

Yours very truly,

INTER CITY SAND & GRAVEL CO., INC.

by - /s/ Sig Moe
Pres.

REFERRED TO

[illegible]

[illegible] your [illegible]

[illegible] to [illegible]

to [illegible] H. [illegible] with

[illegible]

F. [illegible]LEARY

files

Presented at Commission meeting on November 24, 1952 & noted by Commission & Engr.
H B Seaman

Nov 24. 1952.

Oregon State Hiway Commission
Salem, Oregon

Gentlemen:

It has been suggested that we advise you of our plans for construction if awarded the Springfield Section of the McKenzie Hiwy in Lane County. It is our plan to do the clearing and the storm sewers as soon as rite away is available. Excavation, road bed topping and drainage [redacted] at the engineers direction. We should be able to do a lot of the work during the winter.

Having no other work under contract at this time we have available a good amount of equipment and personell to perform this work. We have 12 shovels and draglines ranging from 1½ yd to 3/8 yd capacity including 3 with backhoe attachments. We have 3 TD24 Tractors with accessories. 1 TD18 Tractor. 2 TD9 Tractors. 2 Tournapulls. 3 road graders, 1 road roller, air compressors 315 to 105. 7 F8 dump trucks (none over 2 yrs old) 2 Transports for moving of equipment, Cedar Rapids Junior Tandem Crushing Plant with bunkers, conveyors, etc. All of this equipment is in above average condition and the larger equipment is quite new. In addition to these we have our permanent screening and crushing plant and our Noble batching plant for redimix concrete located about ½ mile from the west end of the project in Glenwood. Our office and shops are at this same location.

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Oregon State Highway Commission
Salem, Oregon

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We have done a lot of pipe work in the City of Springfield and feel well qualified. At this time we propose to sub let the asphalt and oiling to the Central Heating Co. of Eugene and do the rest of the work with our own crews and supervision.

Yours very truly-
Inter City Sand & Gravel Co, Inc by- Moe
Pres.

FOR FILING

F-117(67)

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

November 20, 1952

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
255 S. W. Broadway
Portland 5, Oregon

Re: Acceptance of option to purchase Southern Pacific property for City of Springfield Section of the McKenzie Highway

Gentlemen:

The City of Springfield secured an option from Southern Pacific Company for the purchase of approximately 3.16 acres of land necessary for right of way of the City of Springfield Section of the McKenzie Highway for the sum of $20,450.00, and the City has subsequently assigned this option to the State Highway Commission.

The terms of the option, in addition to the price to be paid for the property, briefly are as follows:

1. That the Railroad shall convey a good and sufficient bargain and sale deed, free and clear of all encumbrances, except a mortgage in favor of the National Bank of Commerce of New York, with the further obligation upon the Railroad to cause the mortgage to be released or discharged as a lien against the property within one year.

2. That the Railroad will not be required to furnish title insurance or an abstract of title, but that the Railroad will assist the State in the defense of the title to the property if such should become necessary.

3. That the Railroad will grant to the State an easement for a grade crossing of the railroad, which crossing is involved in this project, and which has already been approved by the Public Utilities Commissioner.

4. That the State shall secure and deliver to the Railroad releases or surrenders of interest held in the property by other persons under license, lease or agreement with the Railroad.

5. Reserve unto the Railroad mineral rights in the property, provided that the Railroad may not exercise such rights in any manner as to endanger the safety of the highway, or otherwise affect any drainage approaches, structures or other highway facilities.

This property has been appraised by Mr. W. F. Collins, of the Right of Way Department, in the sum of $20,500.00, and by Mr. W. H. Robertson, of Eugene, in the sum of $19,000.00.

We did not negotiate with other persons having an interest in this property under lease or agreement with the Railroad prior to the City of Springfield completing its obligations under its agreement with the State. Now that the City has completed its obligations, as I am advised, we shall negotiate with the owners of interest in the property and either secure the necessary releases, or institute condemnation proceedings. The delay of the City in performing its obligations has also resulted in the option from the Railroad expiring on November 15, 1952. I have requested the Railroad to extend the term of this option for a period of 90 days and have been assured that such will be done.

We have given considerable study to this matter, and in my opinion the provisions of the option, including the purchase price, are acceptable, and I recommend that the option be accepted upon the condition that the term of the option be extended by the Railroad, and upon the condition that the State is subsequently able to furnish to the Railroad releases or surrenders of the interest held by other persons in the property.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
H. B. Glaisyer
Forrest Cooper

4-53-500

L-7701

RECEIVED
JAN 15 1954
FOR FILING

E. E. MAYO F-11[illegible]
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
M. R. HAYNES
VALUATION AND TAX ENGINEER

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO
File: 911/323

December 30, 1953

C. I. GARDNER

SUBJECT: Grade Crossing Protection-South "A" Street Springfield, Oregon

Mr. G.S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 31 to 35 inclusive, and Supplement No. 1 to Weekly Report No. 30 one of which is supported by duplicates of daily and weekly field reports on Form L-7702.

These reports are in support of Estimate to be rendered covering the force account work done in accordance with Oregon P.U.C. No. 28475, dated November 5, 1951, Document Audit No. 92242 dated March 24, 1953.

Very truly yours,

E. E. Mayo
per C R Tinkler

* Encls.

RECEIVED
JAN 1 - 1954
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]Y REPORT OF LABOR A[illegible] [illegible]ATERIAL USED

Project "A" Street Crossing Location Springfield, Oregon P.D. ~~[illegible]~~ No. 20620

Gang Section NO 61 Report No. 1 ~~[illegible]~~ Week Ending August 31, 1953

Including Daily " NO 1

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman		A. B. Tonole				@ 295^{00} PM			8	1.74	
		At over time Rate							2	2.61	
3 Track Laborers		Regular Time							24	1.499	
" "		at over time Rate							6	2.249	
2 " "		Regular time							16	1.487	
" "		at over time Rate							4	2.231	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Removing Wye track and
B Relaying after placing River
C
D Run Mat 48" thick.
E
F under Crossing -

* Note: Also report locomotive and automobile miles.

Daily & Weekly NO 1 - 8/31/53
Section NO 61 -

Correct O. D. Young Engr-Inspector.
Title-S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-52 SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hwy. Ash. Eug. Location Springfield Eugene EP G.M.O. No. 26-26

Gang Division Engrs Report No. 29 ~~Daily or~~ [✓ Week Ending] August 31, 1953

Including — No 30 Daily August 30, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector O C Sperry at $2.44 By [illegible] Sheet									1/2	2.4405	1.2203

Supplemental Report NO 1

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A

B Traveling time by 1st spot

C

D Train No 324 Portland to

E Eugene — Sunday work

F Min-4 hrs —

* Note: Also report locomotive and automobile miles.

Correct O.C. Sperry Engr. Inspector

Title-S. P. Co.

Approved F. L. Epley

Res. Engr. State Highway Dept.

Supplemental Report #1
Daily No 30 - 8/30/53 Weekly No 29 8/31/53

1-32

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]Y REPORT OF LABOR A[illegible]ATERIAL USED

Project "A" Street Crossing Location Springfield, Oregon P.P. ~~C.O.~~ No. 20620

Gang Section 61, Report No. 2 ~~Daily or~~ [✓ Week Ending] September 5, 19 53

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman			B.B.	Tonoli	@	295^{00}		pm	20	1.74	
Section laborers									52	1.499	
" "									40	1.487	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Final Report -

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Removing & Relaying Wye
						B
						C track after Backfilling
						D
						E and Placing Flange Rail
						F for Crossing

* Note: Also report locomotive and automobile miles.

Weekly Report # No 2 - 9/5/53
Section No 61

Correct O A Young Engr Insp
Title-S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WE Y REPORT OF LABOR A ATERIAL USED

Project "A" Street Crossing Location Springfield Oregon P.D ~~G.M.~~O. No 20620

Gang Section 61 Report No. 4 [✓ Daily] or ~~Week Ending~~ September 4, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman		A. B.	Tomolo			@ 295	04/M		8	1.74	
2 Section Laborers									16	1.499	
2 " "									16	1.487	
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Placing Flange Rail
						B
						C for State Hwy. Crossing
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Daily NO. 4 – 9/4/53
Section NO. 61.

Correct O. D. Young Engr. Inspect.
Title-S. P. Co.

Approved F. L. Ebley
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project "A" Street Crossing Location Springfield Oregon ~~G.O.~~ PD No. 20620.

Gang Section NO 61 Report No. 3 [✓ Daily] or ~~Week Ending~~ September 3, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman		"A." B. Tonole @ 295.00 P.M.							8	1.74	
3 Section Laborers									24	1.499	
2 " "									16	1.487	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
75# Flange Rail for Crossing	Ft		240						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Placing Flange Rail for
B
C Crossing -
D
E
F

* Note: Also report locomotive and automobile miles.

Daily Report NO, 3 - 9/3/53
Section NO, 61

Correct O.D. [illegible] Engr Inspector 120T
Title-S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]Y REPORT OF LABOR A[illegible]ATERIAL USED

Project "A" Street Crossing Location Springfield, Oregon ~~S.M.O.~~ PD No 20620

Gang Section No. 61 Report No. 2 [✓ Daily] o~~r Week Ending~~ September 1, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman		A.B. Tonole @ 295.04 PM							4	1.74	
3 Section Laborers									12	1.499	
2 〃 〃									8	1.487	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Remove leg of Springfield wye
B
C track to place 48" Mat of
D
E River Run gravel Back fill
F and Replace track-

* Note: Also report locomotive and automobile miles.

Daily Report No 2 - 9/1/53
Section No, 61

Correct O.D. Young Engr Inspector 120 T
Title-S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]Y REPORT OF LABOR A[illegible] [illegible]ATERIAL USED

Project "A" Street Crossing Location Springfield Oregon ~~C.S.O.~~ P.D No. 20620

Gang Signal No. 5 — Report No. 1 ~~Daily~~ or [✓ Week Ending] September 5, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Signal Foreman		G. E. Rhodes				@ 431.3 P.M.			16	2.0674	
Lead Signalman									16	2.051	
Signalman									32	1.991	
Asst Signalman									32	1.739	
Asst Signalman									16	1.715	

Total Labor ______

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
S.P. Outfit Cars	Days		*						
No. 621 - Box Material	"		1						
No. 932 - Box "	"		1						
No. 933 - Box Tools	"		1						
No. 4894 Coach Bunk	"		1						
No. 3394 Box "	"		1						
No. 199 Foreman Coach	"		1						
1941 Dodge Truck	Miles								
SDMW No. P6			40						
Gal gasoline	Gal		4						

Total Material ______

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Cutting and Bonding Rails

B for "A" Street Crossing

C Lights and Signal Bells

D

E

F

* Note: Also report locomotive and automobile miles.

Signal Gang No. 5 - Weekly No. 1 - 9/5/53

Correct O D Young Engr Inspector
Title-S. P. Co.

Approved F. R. Epley
Res. Engr. State Highway Dept.

1-50 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR [illegible]LY REPORT OF LABOR [illegible] MATERIAL USED

Project "A" Street Crossing Location Springfield Oregon P.D. No. 20620

Gang Signal No. 5 Report No. 1 [✓ Daily] or ~~Week Ending~~ September 3, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Signal Foreman	G. E.	Bader		@4.30		1.M			8	2.0674	
Lead Signalman									8	2051	
Signalman									16	1.991	
Asst Signalman									16	1.739	
Asst Signalman									8	1.715	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
S.P.M.W. Outfit Cars	Days		*						
No. 624 Box Material	"		1						
No. 932 " "	"		1						
No. 933 " Tools	"		1						
No. 4804 Coach Bunk	"		1						
No. 3394 Box "	"		1						
No. 199 Foreman's	"		1						
1941 Dodge Truck S.P.M.W. P-6	Miles		10						
Gasoline	gal		1						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Bonding Rail for Signal
B
C Lights "A" Street Crossing.
D
E State Hgwy P.D 20620
F

* Note: Also report locomotive and automobile miles.

Signal No. 5. 9/3/53
Daily No. 1

Correct O. D. Young Engr Inspector
Title-S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-52 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR W LY REPORT OF LABOR A ATERIAL USED

Project McKenzie Hwy "A" Street Crossing Location Springfield Oregon ~~G.O.~~ P.D No. 20620

Gang Division Engrs Report No. 30 [✓ Week Ending] September 5, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.D.Young @ 410.00 per Month								32	2.4405	78.096
	Traveling time Eugene to Portland Train No 20,								1	2.4405	2.4405

Total Labor 33 80.54

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D.Young									3.40
Breakfast	4	85							3.60
Lunch	4	.90							5.50
Dinner	4	1.375							9.75
Hotel	3	3.25							

Total Material 22.25

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Placing Guard Rail,
B Ballasting and Raising
C Wye tracks for State
D Hwy Crossing
E
F

* Note: Also report locomotive and automobile miles.

Weekly No, 30 - 9/5/53

Correct O.D.Young Eng Inspector
Title S. P. Co. 120T

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-38

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR [illegible]LY REPORT OF LABOR [illegible] MATERIAL USED

Project McKenzie Hwy-11 St, Xing Location Springfield Oregon P.O. ~~G.M.O.~~ No. 20620

Gang Division Engrs Report No. 34 [✓ Daily] ~~or Week Ending~~ September 4, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.D. Young @410^{00} Per Month								8	2.4405	19.524
	Traveling time Portland from Eugene train No. 20 -								1	2.4405	2.4405

Total Labor 9 hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
Breakfast	1	80							80
Lunch	1	90							90
Dinner	1	130							130

Total Material 3.00

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Placing Guard Rails on
B Wye track and ballasting
C
D Crossing
E
F

* Note: Also report locomotive and automobile miles.

Correct O.D. Young Engr Inspector
Title-S. P. Co. 120T

Approved G. L. Epley
Res. Engr. State Highway Dept.

Daily No. 34 - 9/4/53

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR [illegible]LY REPORT OF LABOR [illegible] MATERIAL USED

Project McKenzie Hgwy, A St, Crossing Location Springfield Oregon PO G.M.O. No. 20620

Gang Division Engr's Report No. 33 [✓ Daily] ~~or Week Ending~~ September 3, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D.Young			@410 =	per month				8	24405	19.524

Total Labor

Class of Material	Unit	Price	A	B	C	D	E	F	Amount
Personal expenses									
O.D.Young									
Breakfast	1	.90							.90
Lunch	1	.80							.80
Dinner	1	1.30							1.30
Hotel	1	3.25							3.25

Total Material 6.25

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Ballasting Wye tracks
B and placing Guard Rails
C "A" Street Crossing
D
E
F

* Note: Also report locomotive and automobile miles.

Daily No. 33 - 9/3/53

Correct O.D.Young Engr Inspector
Title-S. P. Co. I.O.T

Approved G. L. Epley
Res. Engr. State Highway Dept.

1-52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR [illegible]LY REPORT OF LABOR [illegible]MATERIAL USED

Project McKenzie Hywy & St, Xing Location Springfield Oregon P.O ~~G.O.~~ No 20620

Gang Division Engrs Report No. 32 [✓ Daily] ~~or Week Ending~~ September 2, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.O. Young			@ 410.00		Per Month			8	2.4405	19.524

Total Labor

Class of Material	Unit	Price	A	B	C	D	E	F	Amount
Personal Expenses									
O.O. Young									
Breakfast	1	80							80
Lunch	1	90							90
Dinner	1	1.40							1.40
Hotel	1	3.25							3.25

Total Material 6.35

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Retamping & Ballasting Wye
B tracks and placing Guard
C Rails
D
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No 32- 9/2/53

Correct O.O. Young Engr-Inspector Title-S. P. Co 1205

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hwy. at St. Crossing Location Springfield, Oregon E.O. ~~Exp.~~ No. 20620

Gang Division Eng's Report No. 31 [✓ Daily] or ~~Week Ending~~ September 1, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Eng. Timekeeper T. L. O'Shaughnessy @ 400.00 per month									8	2.44	19.52

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expenses O'Shaughnessy									
Breakfast	1	90							90
Lunch	1	1.00							1.00
Dinner	1	1.50							1.50
Hotel	1	3.25							3.25

Total Material 6.65

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Relaying & Resurfacing track

B placing Guard Rails

C

D "A" Street Crossings.

E

F

* Note: Also report locomotive and automobile miles.

Daily No 31 - 9/1/53

Correct O'Shaughnessy Title-S. P. Co.

Approved G. L. Epley Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR W[illegible]Y REPORT OF LABOR A[illegible]ATERIAL USED

Project "A" Street Crossing Location Springfield, Oregon P.D U.H.O. No. 20620

Gang Signal No 5, Report No. 3 [✓ Daily] or ~~Week Ending~~ September 8, 1953

Including Weekly " " No. 2 September 12, 1953

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Signal Foreman	G.E. Rhodes			@	431	03 Per Month			8	2.067	
Lead Signalman									8	2.051	
Signalman									16	1.991	
Asst Signalman									16	1.739	
Asst Signalman									8	1.715	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
S.P.M.W. Outfit Cars -	Days		*						
No. 621 Box Material	"		1						
No. 932 " "	"		1						
No. 933 " Tools	"		1						
No. 4894 Coach Bunk	"		1						
No. 3394 Box Bunk	"		1						
No. 199 Foreman's	"		1						
1941 Dodge Truck									
S.P. MW - No. 6	Miles		30						
Gasoline	gal		3						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Cutting Rail and Bonding
B
C Joints for flashing
D
E Signal Lights (State Hwy
F Crossing) -

* Note: Also report locomotive and automobile miles.

Signal No 5 - Daily No. 3 - 9/8/53
Weekly No. 2 - 9/12/53

Correct O.O. Yeager Engr Dept. Title-S. P. Co.

Approved F. L. Epley Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W Y REPORT OF LABOR A ATERIAL USED

Project McKenzie Hywy A street Crossing Location Springfield Oregon P.O. 20620 ~~C.S.O.~~ No.

Gang Division Engrs Report No. 31 ~~Daily or~~ Week Ending September 12, 1953

Including - - No 35 Daily September 11, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector O.D. Young @ 410.00 Per Month									8	2.4405	19.524

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O.D. Young									
Breakfast	1	.90							.90
Lunch	1	1.00							1.00

Total Material 1.90

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of D Street
B and Railway crossing
C and Signal lights
D
E
F

Division Engrs

* Note: Also report locomotive and automobile miles.

Weekly No 31 - 9/12/53
and Daily No 35 - 9/11/53

Correct O.D. Young Engr Inspector
Title-S. P. Co. 120T

Approved F. L. Epley
Res. Engr. State Highway Dept.

4-53-300

L-7701

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
M. R. HAYNES
VALUATION AND TAX ENGINEER

IN REPLY PLEASE REFER TO
File: 911/323

RECEIVED
FOR FILING
F-117(17)
3837

October 9, 1953

SUBJECT: Grade Crossing Protection-South "A" Street Springfield, Oregon

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 20 to 30 inclusive, one of which is supported by duplicates of daily and weekly field reports on Form L-7702.

These reports are in support of Estimate to be rendered covering the force account work done in accordance with Oregon P.U.C. No. 28475, dated November 5, 1951, Document Audit No. 92242 dated March 24, 1953.

Very truly yours,

E. E. Mayo
per C R Tinkler

C. A. GARDNER

* Encls.

RECEIVED
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

1-58

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Highway Location Spring Field-Oregon ~~W.O.~~ P.O No. 20620

Gang Division Engrs Report No. 19 ~~Day or~~ [✓ Week Ending] July 4, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
	Including										
Weekly Reports			NO, 20 - July 11, 1953								
" "			NO 21 - July 18, 1953								
			Nothing to Report								

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A
						B
						C Nothing to Report
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Division Engrs

Weekly Reports } NO 19, - 7/4/53
NO 20, - 7/11/53
NO 21, 7/18/53

Correct O.D. Young Engr Inspector
Title S. P. Co

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-50 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Highway Location Springfield-Oregon "A" & 28th Street Crossings- P.D. No. 20620

Gang Division Engr's Report No. 22 ~~Day of~~ (Week Ending) July 25, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector - O.D. Young @ 410 Per Month									12 8/9	2.118	27.293

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
Engr Inspector									
Hotel	1	2.50							2.50
Dinner	1	1.50							1.50

Total Material 4.00

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B
C "A" and 28th Street Crossings
D Construction and Signal
E Lines and Bells -
F

* Note: Also report locomotive and automobile miles.

Division Engr's
Weekly No. 22 - 7/25/53

Correct O.D. Young Engr Inspector
Title S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-50 SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Highway Location Springfield-Oregon, P.D. "A" and 28th Crossings No. 20620

Gang Division Engr's Report No. 21 [✓ Daily] ~~or Weekly ending~~ July 23 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		O.D. Young			@ 410.00		Per Month		4	2.228	8.912

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense Engr-Inspector Dinner	1	1 50							1 50

Total Material 1 50

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

General Inspection of
B "A" street and 28th Street
C Crossings, Signals ect—
D
E
F Traveling 3/4 hrs - 8:00 PM - 8:45 PM
Train No. 20 Eugene to Portland

* Note: Also report locomotive and automobile miles.

Correct O.D. Young Engr-Inspector
Title S. P. Co.

Approved H. L. Epley
Res. Engr. State Highway Dept.

Division Engrs
Daily Report NO, 21 - 7/23/53

1-52

L-7702

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Highway Location Springfield - Oregon P.O. A and 28th Sts. Crossings ~~G.M.O.~~ No. 20620

Gang Division Engrs Report No. 20 [✓ Daily] or ~~Weekly~~ July 22, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		O.D. Young			@ 410 00		Per Month		3½	2228	7.798

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expenses Engr Inspector									
Hotel	1	2 50							2 50

Total Material 2 50

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling to Project on
B Train No 329
C From 8 00 P.M. to 11 30 P.M.
D
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No. 20, 7/22/53
Division Engrs

Correct O.D. Young Engr Inspector
Title-S. P. Co.

Approved H. L. Epley
Res. Engr. State Highway Dept.

Inv.

1-52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Highway Location Springfield-Eugene ~~Order~~ P.O. No. 20620

Gang Division Engr's Report No. 23 ~~Daily or~~ [✓ Week Ending] July 31 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector			Nothing to Report								

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

B&B No 26 -
Flagging for Contractor
on Seperate Forms L-7702

Total Material

Equipment	Equipment Hours * A	B	C	D	E		Description of Work
						A	
						B	Nothing to Report
						C	
						D	
						E	
						F	

* Note: Also report locomotive and automobile miles.

Correct O. Young Engr-Inspector.
Title-S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

Division Engr's Weekly No. 23 -
7/31/53

1-52 **SOUTHERN PACIFIC COMPANY** L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Highway Location Springfield - Oregon ~~Cont.~~ PO No. 20620

Gang Division Engr's Report No. 23 ~~Daily or~~ [✓ Week Ending] July 31 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
~~Engr-Inspector~~			Nothing to Report								
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
B&B. No 26 -									
Flagging for Contractor									
on Seperate Forms L-7702									
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B Nothing to Report
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Division Engr's Weekly No. 23 -
7/31/53

Correct O. R. Young Engr-Inspector.
Title-S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-58 SOUTHERN PACIFIC COMPANY L-7702

~~DAILY OR~~ WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hywy-"A" street xing Location Springfield Oregon ~~W.O.~~ P.D. No 20620

Gang Division Engrs Report No. 24 ~~Daily or~~ [✓ Week Ending] August 1, 1953

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount

Nothing to Report

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B Nothing to Report -
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Correct O. L. Young Engr Inspector - 1201
Title-S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-50

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hywy "A" st. Xing Location Springfield, Oregon. P.O No 20620

Gang Division Engr's Report No. 25 ~~Daily~~ [✓ Week Ending] August 8, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D.Young @ $410.00 P.M								8	2.4405	
	travel time to and								6	2.4405	
	From Project.										

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D.Young									
Bkfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.30							1.30
Hotel	1	2.50							2.50

Total Material 5.70

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B
C Signal mounts - Culverts
D and grading
E travel to and from project
F

* Note: Also report locomotive and automobile miles.

Weekly NO. 25 - 8/8/53
Div. Engrs

Correct O.D.Young Engr-Inspector 120T
Title-S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-50 L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hywy "A" Street xing Location Springfield Oregon ~~Office~~ P.D. No. 20620

Gang Division Engr's Report No. 23 [✓ Daily] or ~~Week Ending~~ August 6, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D.Young @$410.00 per Month								8	2.4405	
	Traveling time Train #20,								2½	2.4405	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personnel Expense									
Engr-Inspector									
Bkfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.30							1.30

Total Material 3.20

Equipment	Equipment Hours * A	B	C	D	E

Description of Work
A Inspection of Signals
B installation and Crossings
C and Returning to Division
D office on train # 20 -
E
F

* Note: Also report locomotive and automobile miles.

Correct O.D.Young Title-S. P. Co.

Approved G. L. Epley Res. Engr. State Highway Dept.

Daily No.23 - 8/6/53
Div. Engr's

1-58

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hgwl-"A" Street xing Location Springfield Oregon P.D No. 20620

Gang Division Engr's Report No. 22 [✓ Daily] or August 5, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		O.D. Young			@ 4:10	50		P.M	3½	2.4405	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense of Engr-Inspector									
Hotel	1	2.50							2.50

Total Material 2.50

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Traveling to project from
						B Portland on train No 324
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles

Daily No, 22 - 8/5/53
Div-Engr's

Correct O.D. Young Engr Inspector
Title-S. P.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-50

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hwy "A" and 28th Street Xing Location Springfield Oregon P.O. No. 20620

Gang Division Engr's Report No. 26 ~~Date~~ [✓ Week Ending] August 15, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		O.D. Young		@ 410.00		P.M.			8	2.4405	
			Traveling		Time				4 1/4	2.4405	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young Hotel	1	2.50							2.50
Bkfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.50							1.50

Total Material 5.90

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection
B
C Signal mounds, culverts
D Finish & Grading -
E traveling to and from project
F after 8:00 PM at night

* Note: Also report locomotive and automobile miles.

Weekly No. 26 8/15/53
Div-Engr's

Correct O.D. Young Engr Inspector
Title-S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-58

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hwy "A" and 28th Street xings Location Springfield Oregon P.O No. 20620

Gang Division Engr's Report No. 25 [✓ Daily] or ~~Week Ending~~ August 13, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		O.D.Young @			4:10	P.M.			8	2.4405	
		Traveling			Train No 20				3/4	2.4405	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal expense									
O.D.Young									
Bkfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.50							1.50

Total Material 3.40

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection "A" and 28th
B
C Street Crossing - Signal
D mound; Culverts and
E grading
F

* Note: Also report locomotive and automobile miles.

Daily No, 25 - 8/13/53
Div - Engr's

Correct O.D.Young Engr Inspector
Title-S. P. Co. 1281

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-58

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hwy "A" Street and 28th St-Kings Location Springfield-Oregon ~~G.O.~~ P.D. No. 20620

Gang Division Engr's Report No. 24 [✓ Daily] or ~~Week Ending~~ August 12, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D.Young @ #410 PM Traveling Train # 329								3½	2.4405	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D.Young Hotel	1	2.50							2.50

Total Material 2.50

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling to Project
B after 8:05 PM to 11:35 PM
C train No. 329-
D
E
F

* Note: Also report locomotive and automobile miles.

Daily No, 24- 8/12/53
Div-Engr's

Correct O.D.Young Engr Inspector
Title S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-50

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hwy Crossings "A" Street & 28th street Location Springfield Oregon P.D. No 20620

Gang II Division Engr's Report No. 27 [✓ Week Ending] August 22, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.K. Young @				$410 00		Per month		8	2.4405	
	Travel Time								4 3/4	2.4405	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.K. Young Hotel	1	3.25							3.25
Bkfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.50							1.50

Total Material 6.65

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B Track - Culverts, Signals
C and Drainage -
D and travelling to and
E from project
F

* Note: Also report locomotive and automobile miles.

Correct O.K. Young - Engr Inspector
Title-S. P. Co. 1205

Approved F. L. Epley
Res. Engr. State Highway Dept.

Weekly Report No 27 - 8/22/53
Div-Engr's

1-52 SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hwy "D" and 28th street, crossing Location Springfield Oregon D.D ~~W.~~O. No. 20620

Gang Division Engrs Report No. 27 [✓ Daily] or ~~Week Ending~~ August 20, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D. Young @				$410.00	per Month			8	2.4405	
	Traveling				Train No 20				3/4	2.4405	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
Bkfast	1	90							90
Lunch	1	1.00							1.00
Dinner	1	1.50							1.50

Total Material 3.40

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B Track, Signals, Culvert
C and Grading
D Traveling Train No 20
E Eugene to Portland 4^{45} to 8^{45} pm
F

* Note: Also report locomotive and automobile miles.

Daily No 27 - 8/20/53
Div - Engrs

Correct O.D. Young Engr Inspector
Title-S. P. Co. 1201

Approved F.L. Epley
Res. Engr. State Highway Dept.

1-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hywy "A" and 28th Street Crossing Location Springfield Oregon ~~C.O.~~ R.D. No 20620

Gang Division Engrs Report No. 26 [✓ Daily] or ~~Week Ending~~ August 19, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.L. Young @ 410⁰⁰ Per Month Taken No 329 to project.								4.	2.4445	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O.L. Young Hotel	1	3 25							3 25

Total Material 3 25

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling to project from
B 7^{00} PM to 12^{00} PM on train
C #329 Portland to Eugene.
D
E
F

* Note: Also report locomotive and automobile miles.

Daily No 26, 8/19/53
Division Engrs

Correct O.L. Young Engr Inspector
Title-S.P. Co.

Approved G.L. Epley
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEK Y REPORT OF LABOR AND ATERIAL USED

Project McKenzie Hwy. "A" and 28th Street Crossing Location Springfield Oregon RD. No. 20620

Gang Division Engrs Report No. 28 Week Ending August 29, 1953

Including Daily Report No 28 - August 26, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D. Young @ $410 00 Per Month								8	2.4405	
	Traveling time Train No. 20								1½	2.4405	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
BKfast	1	.90							.90
Lunch	1	1.00							1.00
Train No. 20 - Dinner	1	2.00							2.00

Total Material 3.90

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspecting of
B Grading, Track, Drainage
C and Signals –
D Riding Train No 20 to Portland
E 4½ PM - 9½ PM -
F

* Note: Also report locomotive and automobile miles

Weekly No 28 - 8/28/53
Daily No 28 - 8/26/53
DIV-Engr's

Correct O.D. Young Title-S. P. Co.

Approved F. P. Epley Res. Engr. State Highway Dept.

1-52 SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hwy-Street Crossing "A" and 28th Location Springfield Oregon AD ~~G.O.~~ No. 20620

Gang Division Engr's Report No. 28 ~~Daily~~ [✓ Week Ending] August 29, 1953

Including Daily Report No 28 - August 26, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	OD Young @ 410.00 Per month								8	2.4405	
	Traveling time Train No 20								1½	2.4405	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
OD Young									
Bkfast	1	90							.90
Lunch	1	1.00							1.00
Train No 20 - Dinner	1	2.00							2.00

Total Material 3.90

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

General Inspection of
B Grading, Track, Drainage
C and Signals -
D Riding train No 20 to Portland
E 4 PM - 9½ PM -
F

* Note: Also report locomotive and automobile miles.

Weekly No 28 - 8/28/53
Daily No 28 - 8/26/53
Div-Engr's

Correct OD Young
Title-S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-58

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project McKenzie Hwy 'A' Street Xings Location Springfield, Oregon D.D. ~~[illegible]~~ No. 20620

Gang Division Engr's Report No. 29 ~~Day~~ (Week Ending) August 31 1953
Month Ending " " "

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D. Young								11½	2.4405	

Total Labor

Class of Material	Unit	Price	A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
Hotel	2	3.25							6.50
Breakfast	1	.90							90
Lunch	1	1.00							1.00
Dinner	1	1.50							1.50

Total Material 9.90

Equipment	A	B	C	D	E

Description of Work

A Traveling to Project Train # 329 - 1½ hrs -
B
C Removed left leg of Wye
D Backfill with River Run
E
F Gravel and Restore Track -

* Note: Also report locomotive and automobile miles.

Weekly No 29 - 8/31/53
Division Engr

Correct O.D. Young Engr-Inspector
Title-S. P. Co.

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-58

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE Y REPORT OF LABOR AND TERIAL USED

1-270

Project McKenzie Hyw. street Engrs Location Springfield Oregon ~~Order~~ P.O. No. 20620

Gang Division Engr's Report No. 30 [✓ Daily] or ~~Weekly ending~~ August 31, 1953

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O D Young			@	$410.08		Per month		8	2.4415	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal expense									
O D Young									
Hotel	1	3.25							3.25
Bkfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.50							1.50

Total Material 6.65

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Remove left leg of wye

B track

C Back fill with River Run

D gravel and Restore track

E asst. by Section No 145 and

F Section 61.

* Note: Also report locomotive and automobile miles.

Daily No. 24 8/31/53
1 - Engrs

Correct O D Young Engr Inspector
Title-S. P. Co. 1207

Approved F. L. Epley
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEE Y REPORT OF LABOR AND TERIAL USED

Project McKenzie Hyw "A" Street Xings cor. 28th Location Springfield Oregon P.D No. 20620

Gang Division Engrs Report No. 29 [✓ Daily] or ~~Week ending~~ August 30, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.D.Young			@ 240 00		Per Month			3½	24405	
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal expense									
O.D.Young									
Hotel	1	3.25							3.25
								Total Material	3.25

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Traveling to Project
						B Train No 329 7:20 PM to
						C 11:30 PM
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Daily No. 29 - 8/30/53
Div-Engrs

Correct O.D.Young Engr Inspector
Title-S. P. Co. IWT

Approved G. L. Epley
Res. Engr. State Highway Dept.

4-8308 Olney-Jewell Rock Prod. Proj., 1953
Nehalem Hwy.
#3840

RECEIVED
FOR FI

January 8th, 1954

Olney-Jewel Section
Contract #3840

FINAL COST ANALYSIS
Rock Production
Jed Wilson, Contractor
D. C. King, Resident Engineer

Nehalem Highway
Prefix 4-8302-201(44)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in Stockpile	2,623.5	Cu. Yd.	$2.73	$2.38	$ 6,243.93	$ 7,162.16
½"-¼" Cr. Rock in Stockpile	3,810.13	" "	2.73	2.38	9,068.11	10,401.65
¼"-#10 Cr. Rock in Stockpile	1,030.79	" "	2.73	2.38	2,453.28	2,814.06
¼"-0" Cr. Rock in Stockpile	2,806.22	" "	2.73	2.38	6,678.80	7,660.98
Stockpile Screen Rejects	577.2	" "	0.25	0.25	144.30	144.30
Stockpile Haul Adjustment, Favor of State	4,059	Yd. Mi.	0.10			- 405.90
Stockpile Haul Screen Rejects	230.9	" "	0.12	0.12	27.71	27.71
PA #1, Clear, Grub & Level Stockpile Site	3	Acre	650.00	509.00	1,527.00	1,950.00
PA #2, Pit Run Base Rock in Place	1,558	Cu. Yd.	0.50	0.70	1,090.60	779.00
3/4"-0" Cr. Rock in Bunker to County	1,498	" "	1.75	1.70	2,546.60	2,621.50
3/4"-0" Cr. Rock in Bunker to Larson	988	" "	2.00	1.70	1,679.60	1,976.00
					$31,458.93	$35,131.46

Gross Revenue	$35,131.46
Total Cost	31,458.93
Net Profit	$ 3,672.53

Net Profit Equals 10.5% of Gross Revenue

State Highway Engineer

Olney-Jewel
Contract #3840 Nehalem Highway, Clatsop County Prefix 4-8308

Detail of Cost

Labor:		
Supervision & Labor	$14,280.22	
Labor Insurance	1,270.94	
		$15,551.17
Equipment Rental & Misc. Expense:		
Equipment Rental, Owned	$ 9,581.70	
Hired Trucks, Including Drivers	3,088.49	
Gas, Oil & Grease	1,906.65	
Bond	204.75	
Misc. Supplies	744.51	
P.L. & P.D.	381.66	
		15,907.76
Total Cost		$31,458.93

Olney-Jewel (Nehalem Highway)

Breakdown of Crushed Rock Costs

Item	Quantity	Unit	Total Cost	Cost Per Cu. Yd.
Move In & Set Up	12,756.63	Cu. Yd.	$ 2,806.46	$0.22
Load in Quarry	12,756.63	" "	2,599.98	0.20
Haul to Crusher	12,756.63	" "	1,413.52	0.11
Crushing	12,756.63	" "	17,787.73	1.39
Stockpile	10,270.64	" "	1,218.66	0.12
Haul to Stockpile (Av. Haul 2.3 Miles)	10,270.64	" "	3,492.01	0.34
Cost Per Cu. Yd.				$2.38

Olney-Jewel

Remarks:

This was a "State Project" calling for the crushing and stockpiling of 10,000 cu. yds. of rock on the Nehalem Highway. The westerly end of the project is at mile point 7.7, which mile point is 0.3 mile west of the town of Olney and 6.2 miles east of the east city limits of Astoria. The easterly end of the project is at mile point 27.7, which mile point is at the town of Jewel. The overall length of the project is 20 miles.

The project was bid January 21st, 1953, work was started February 3rd, 1953, shaping the quarry face and grading a plant site. The crushing plant started operating March 30th, 1953, and work was completed May 27th, 1953.

The contractor moved a D-6 cat with dozer and 3/4 cu. yd. shovel into the Flagstone quarry on Tuesday February 3rd, 1953, to grade plant site and shape the quarry face. Work was started on Price Agreement #1 for clearing and grading of stockpile site. Price Agreement #2 for hauling and placing of pit run base rock on stockpile site. The crushing plant was erected while grading and clearing of stockpile site was being prepared. Crushing started on March 30th, 1953. Progress was slow and production lagged due to the nature of rock and not sufficient power on the breaker. The rock was of flat nature and rather elongated, wedging readily in the breaker, stalling the power plant. Considerable time was lost due to the removing of the rock from the breaker. The adjustments of the crushing plant were of such to produce mostly 3/4"-½", ½"-¼" and ¼"-0" but very little ¼"-#10. Clatsop County purchased 1,498 cu. yds. of 3/4"-0", and the contractor screened ¼"-#10 out of it to complete the State contract. The Larson Construction Co. purchased 988 cu. yds. of 3/4"-0" for bridge approaches.

12,756.63 cu. yds. of crushed rock was produced in 336 hours crushing time, for an average of 38 cu. yds. per hour.

With fair production and good bid prices, the contractor realized a good profit.

E. H. Clymer
Chief Cost Analyst

By . . H. R. Sturgis

RECEIVED
FOR FILING
4-8-56

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 14, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3840	5-final	JED WILSON	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
13336	R-71156	$ 916.02	July 13, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Wichlander
ACCOUNTING DIVISION

Specified Completion Date: July 31, 1953

Time Extensions: None

Completion Date: May 27, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-20-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 2 0
A A Wichlander

NOTED ON CARD

RECEIVED
JUL 13 1953
FOR FILING

4-[illegible]

3840

July 10, 1953

Hartford Accident and Indemnity Company
Pacific Department
Hartford Building
San Francisco 20, California

Attention: Mr. James R. Day

Gentlemen:

State Highway Contract No. 3840, awarded to Jed Wilson for rock production on the Olney-Jewell Section of Nehalem Highway in Clatsop County was accepted by the Commission on June 25, 1953, and final payment is to be made within the next few days. The total contract amount is $30,533.96.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
JUL 13 1953
FOR FILING

4-5318

3840

July 10, 1953

Hartford Accident and Indemnity Company
Pacific Department
Hartford Building
San Francisco 20, California

Attention: Mr. James R. Day

Gentlemen:

State Highway Contract No. 3840, awarded to Jed Wilson for rock production on the Olney-Jewell Section of Nehalem Highway in Clatsop County was accepted by the Commission on June 25, 1953, and final payment is to be made within the next few days. The total contract amount is $30,533.96.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

PAUL RUTHERFORD, PRESIDENT

Hartford Accident and Indemnity Company

PACIFIC DEPARTMENT, HARTFORD BUILDING
SAN FRANCISCO 20, CALIFORNIA

ADDISON C. POSEY
VICE-PRESIDENT

FIDELITY AND SURETY DEPARTMENT
ALFRED E. FULLER, SUPERINTENDENT

June 17, 1953

not yet accepted
6-18-53

Mr. Floyd Query, Acting Secretary
Oregon State Highway Commission
Salem, Oregon

Bond No. 2732347 - Jed Wilson - Cont: Rock Production on Highway - $27,300 -Amount of Bond

Dear Sir:

This will serve to acknowledge your letter dated June 11 relative to the status of the captioned bond. We would appreciate your advising us as to when the contract is accepted, at the same time advising as to the final contract price paid.

Yours very truly,

James R. Day

James R. Day
Surety Dept.

JRD:sn

CONTRACT COMPLETED: 5-27-53
CONTRACT ACCEPTED: 6-25-53
TOTAL CONTRACT PRICE: $30,533.96.

Surety notified final to be paid on or after 7-10-53

RECEIVED
JUN 19 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 1 1953
FOR FILING

[illegible]

3840

June 30, 1953

Hartford Accident & Indemnity Co.
Pacific Department
Hartford Bldg.
San Francisco 20, Calif.

Gentlemen:

State Highway Contract No. 3840 for work performed on the Olney-Jewell Section of the Nehalem Highway in Clatsop County was completed by the contractor, Jed Wilson, on May 27 and was formally accepted by the Highway Commission June 25, 1953.

Final payment in the amount of $916.02 will be released to the contractor on or after July 10, 1953. The total contract amount is $30,533.96 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hartford Accident & Indemnity Co.
Norman Knowlton, Agent
Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

4-[illegible]

[illegible]

June 11, 1953

NOTED
H. B. GLAISYER

Hartford Accident and Indemnity Company
Pacific Department, Hartford Building
San Francisco, 20, California
Fidelity & Surety Department

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Jed Wilson on contract No. 3840, covering Rock Production on the Olney-Jewell Section of the Nehalem Highway in Clatsop County. This payment, in the amount of $4,578.99 will be released on or after June 20, 1953. The retained percentage is $916.02.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FM

cc - Hartford Accident & Indemnity Company
Norman Knowlton
Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

6-11-53

Form E-1—10M—11-51

4-8309

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 30, 19 53

Section Olney-Jewell

Kind of work Rock Production

Highway Nehalem Secondary

Section prefix 4-8308

Contractor Jed Wilson

Contract number 3840

Date of contract Jan. 21, 1953

Date of completion July 31, 1953

Date work started Feb. 3, 1953

Estimated date of completion May 27, 1953

Amount of contract . . . . $ 27,000.00

Per cent of time elapsed 66 %

Estimated cost of completed project, exclusive of engineering . . . . $ 30,533.96

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 1300, 59 %

Date project was completed May 27, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor completed the 1/4-0 pile on Wednesday. This completed contract quantities. The piles were measured on Wednesday. The semi-final estimate has been completed and will be forwarded to Salem today.

The survey party spent two days on this project this week and one day remeasuring stockpiles at Ranier for maintenance Purchase Orders.

Mr. J. D. Walker was here on Tuesday.

NOTED
H. G. SMITH

NOTED
B. A. MARTIN

Signed D. C. King

Address P.O. Box 543 Astoria, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities		PA#2 1500	10,000		
Estimated quantities moved or placed to date		1558	10,000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			12		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....1....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ... 4 dump trucks . ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	clear		
Tuesday	clear		
Wednesday	cloudy		
Thursday	clear		
Friday	cloudy		
Saturday			

RECEIVED
FEB 20 1953
FOR FILING

7-[illegible]

3840

February 20, 1953

Mr. Jed Wilson
Hamlet Route
Seaside, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3840 which was awarded to you on January 21, 1953 by the State Highway Commission, for rock production on the Olney-Jewell Section of the Nehalem Highway in Clatsop County.

We are also sending an executed copy of the this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

[illegible]

[illegible]

January 23, 1953

Mr. Jed Wilson
Hamlet Route
Seaside, Oregon

Gentlemen:

The State Highway Commission on January 2[illegible], 1953 awarded to you State Highway Contract No. 3840 for a rock production project on the Olney-Jewell Section of the Nehalem Highway in Clatsop County. This award was based on your bid of $27,300.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

SL
Encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa SIAC

6-8304 Endicott Cr.-Mystic Cr. Rock 1953
Prod. Proj., Coos Bay-Roseburg Hwy.
#3841

RECEIVED
[illegible]

6-530-1

(CONTRACT NO.) 3841

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 8, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3841	5-final	E. C. SWAGGART CO.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
6442	R-91322	$ 1,246.03	4/7/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: to Dec. 8, 1953 without penalty

Completion Date: Dec. 8, 1953

Date Accepted: Feb. 24, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-9-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer

H. B. Glaisyer
Secretary

Warrant Mailed: APR 9 1954
a.a.Wicklander

NOTED ON CARD
4-9-54

RECEIVED

March 10, 1954

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Wash.

Gentlemen:

State Highway Contract No. 3841 for rock production on the Endicott Creek-Mystic Creek Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties was completed by the contractor, F. C. Swaggart Company, on December 8, 1953 and was formally accepted by the Highway Commission on February 24, 1954.

Final payment in the amount of $1,246.03 will be released to the contractor on or after March 20, 1954. The total contract amount is $48,555.60, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

Portland Branch Office

NOTED ON CARD
3-11-54

RECEIVED
FOR FILING

March 9, 1954

E. C. Swaggart Co.
311 Knoop Lane
Eugene, Oregon

Gentlemen:

The State Highway Commission at its meeting held on February 24 had under discussion your request for an extension of time, from November 15 to December 8, 1953, within which to complete your contract No. 3841 for rock production on the Endicott Creek-Mystic Creek Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

George C. Baker,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
FOR FILING

February 4, 1954

Oregon State Highway Commission

Request for extension of time
No. 1
February 24 and 25 Meeting

Gentlemen:

Herewith is a request from R. C. Swaggart Company for an extension of time on the Endicott Creek-Mystic Creek Rock Production Contract No. 3841, from November 15, 1953 to December 8, 1953.

The contractor was delayed to a certain extent due to a county bridge, over which he was required to haul, being washed out. Materials to the contractor are for use in 1954. The Department did not suffer any inconvenience or additional expense because of the overrun.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS fp

RECEIVED
1 - 1954
FOR FILING

[illegible]
[illegible]

January 29, 1954

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14
Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to E. C. Swaggart Co. on contract No. 3841, for rock production on the Endicott Creek-Mystic Creek Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties.

This payment, in the amount of $658.10, will be released to the contractor on or after February 8, 1954. The retained percentage is $1,463.18.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

Portland Branch Office

NOTED ON CARD
1-29-54

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

6-1304

For Week Ending January 23, 1954

Section Endicott Creek - Mystic Creek

Kind of work Rock Production

Highway Coos Bay - Roseburg

Section prefix 6-8304

Contractor E.C. Swaggart Co.

Contract number 3841

Date of contract January 21, 1953

Date of completion October 31, 1953

Date work started July 20, 1953

Estimated date of completion December 8, 1953

Amount of contract $49,981.31

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $49,876.85

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $3,413.61, 89 X[illegible] %

Date project was completed December 8, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This job was completed and sent in this week.

NOTED
H. G. SMITH

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

RECEIVED
JAN 25 1954
OFFICE OF
CONST [illegible]

Signed Resident Engineer

Address Box 741, Port Orford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			10,700 C.Y.		
Estimated quantities moved or placed to date			10,934.50 C.Y.		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Stormy Rain		
Monday	Showers		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Stormy Rain		
Friday	Stormy Rain		
Saturday	Stormy Rain		

RECEIVED
DEC 30 1953
FOR FILING

December 29, 1953

Mr. E. C. Swaggart Co.
311 Knoop Lane
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 10, had under discussion your request for an extension of time from October 31 to November 15, 1953 within which to complete your contract No. 3841, for rock production on the Endicott Creek-Mystic Creek Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

George C. Baker,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
FOR FILING

December 28, 1953

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Wash.

Gentlemen:

It is the intention of the State Highway Commission to release to E. C. Swaggart Co. a portion of the funds heretofore retained by the Commission on contract No. 3841, for rock production on the Endicott Creek-Mystic Creek Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties.

This payment in the amount of $15,795.06 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,442.83. The present payment will be released on or after January 7, 1954.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

12-28-53

OR FILING

38 41

November 5, 1953

Request for extension of time
No. 8
December 10 and 11 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the R. C. Sanggart Company for an extension of time on the Endicott Creek-Mystic Creek Section of the Coos Bay-Roseburg Highway, Contract No. 3841, from October 31, 1953 to November 15, 1953.

The contractor planned to do this job during the months of September and October, but, due to the contract for the Army Engineers on the relocation of the Willamette Highway at Dexter Dam, he was delayed approximately 15 days in starting.

This is a rock production project to provide maintenance materials for the 1954 season, and the overrun will cause no inconvenience or added expense to the Department. I would recommend, therefore, that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
FEB 20 1953
FOR FILING

[illegible]

3841

February 20, 1953

E. C. Swaggart Co.
311 Knoop Lane
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3841 which was awarded to you on January 21, 1953 by the State Highway Commission, for rock production on the Endicott Creek-Mystic Creek Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
1953
FOR FILING
6-8304
11

January 23, 1953

E. C. Swaggart & Co.
3[illegible]1 Knoop Lane
Eugene, Oregon

Gentlemen:

The State Highway Commission on January 2[illegible], 1953 awarded to you State Highway Contract No. 3841 for the Endicott Creek Mystic Creek Rock Production Project on the Coos Bay-Roseburg Highway in Coos and Douglas Counties. This award was based on your bid of $47,829.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the Job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa SIAC

10-1603 Roseburg Traffic Signals, 1953
Pacific Hwy.
#3842

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 15, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
10 - 1[illegible] 3842	3-final	TROWBRIDGE & FLYNN ELEC. CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10705	R-68583	$ 514.25	6/12/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wichlander
ACCOUNTING DIVISION

Specified Completion Date: May 31, 1953

Time Extensions: None

Completion Date: May 20, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-30-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

A. A. Wichlander

6-30-53

RECEIVED
MAY 1953
FOR FILING

10-1602

384

May 28, 1953

General Casualty Company of America
Ken Bailey Insurance Agency
Pacific Bldg.
Roseburg, Oregon

Gentlemen:

State Highway Contract No. 3842 for installing traffic signal on the Pacific Highway at Roseburg, Douglas County, was completed by the contractor, Trowbridge & Flynn Electric Co., on May 20, 1953 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $514.25 will be released to the contractor after acceptance by the Commission. The total contract amount is $6,050.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD
5-28-53 g

RECEIVED
MAY 25 1953
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
TOM EDWARDS, DIVISION ENGINEER
ROSEBURG, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

10-1603

3842

May 15, 1953

W. A. Gilchrist
City Manager
Roseburg, Oregon

Dear Sir

I find on my desk a letter under date of May 5th concerning a left turn movement at Stephens and Lane. On the same date, I find Mr. W. W. Stiffler, Assistant State Highway Engineer, wrote you concerning left turn movement and advised that Mr. Widdows, Assistant Maintenance Engineer, would call on you.

I believe that Mr. Stiffler's letter answers the questions brought up in your letter to me.

Very truly yours

Tom Edwards
Tom Edwards
Division Engineer

TE:rw

cc W. W. Stiffler ✓

NOTED
W. W. [illegible]FLER

RECEIVED
MAY 7 1953
FOR FILING

10-160E

3842

May 5, 1953

1136

Mr. W. A. Gilchrist
City Manager
Roseburg, Oregon

Dear Sir:

Normally, we do not favor directing traffic so as to require a left-turn movement at a signalized intersection. These left-turn movements impede the through movement as they cannot be made until the oncoming traffic clears and, in the meantime, the left-turn vehicle holds up all traffic in the rear. However, if it is essential to direct southbound traffic to your city center at Washington and Stephens Street, we could make an exception.

I am instructing Mr. W. O. Widdows, Assistant Maintenance Engineer, to call on you and go over the matter of city-center signing on the ground, as referred to in your recent letters addressed to Division Engineer Edwards.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

cc Mr. W. O. Widdows
Mr. E. A. Collier
Mr. Tom Edwards

WOW er

Date: April 30, 1953

ASSIGNMENT

No. 1136
By WWS

Description: **Request from W. A. Gilchrist, City Manager of Roseburg, Roseburg, for signs within the City and traffic signals on Washington and Stephens Streets.**

Acknowledged by ----- Referred to W. O. Widdows ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XX Return with rough draft of reply
Please prepare for ------------------------ signature

PLEASE RETURN TO
W. W. STIFFLER
FOR FILING

Assignment executed May 4-53 Report received --------

Remarks:

MEMO

Mr. Stiffler:

I don't think the city knows what they want. They promoted the "No Left Turn" signs. Don't think they need three or four City Center signs for each direction. They have a One-Way grid of their own so can't say for sure just where signs would fit in.

If I go over it on the ground with him we can discuss both size and location so they will be satisfied when it is completed.

Widdows

FORM E-90 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 2[illegible], 1953

RECEIVED

OFFICE OF
SIGNING ENGINEER

SUBJECT:

To:

W. W. Stiffler
Asst. State Highway Engineer
O F F I C E

Dear Sir:

We enclose herewith two letters from Mr. W. A. Gilchrist, City Manager of Roseburg, in regard to signs within the city and traffic signals on Washington and Stephens Streets.

We presume that these should be given to the traffic engineers for recommendations.

Very truly yours,

E. A. Collier
Maintenance Engineer

By L R Chandler
L. R. Chandler
Asst. Maintenance Engineer

LRC:ab
Encl.

APR 28 1953

NOTED
WIDDOWS

CITY OFFICIALS
PERCY CROFT, MAYOR
W. A. GILCHRIST, CITY MANAGER

COUNCILMEN
WILLIAM ADAIR
FRANK ASHLEY
BERNARD SAAR
R. R. RITZMAN
GEORGE LUOMA
CECIL HUGH
B. E. WOODRUFF
GORDON HARNESS

CITY of ROSEBURG
OAK AND MAIN STREETS
Roseburg, Oregon

April 16, 1953

RECEIVED
APR 17 1953
ROSEBURG

Mr. Tom Edwards,
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Mr. Edwards:

Numerous merchants have been complaining about the difficulty in getting into the city center from the North. It has been suggested that a large "city center" sign be placed at the corner of Winchester and North Stephens Street, directing the city traffic down Winchester Street. Also, if a sign could be located at the intersection of the North Umpqua Highway (E. 2nd Avenue, S.) directing traffic to the "city center" it would be helpful, too.

For the benefit of the traffic coming from the south, if small arrow signs could be placed at the indicating "city center" at the intersection of Douglas, Washington, Cass and Mosher Streets and Stephens Street thus indicating right turns to the downtown area.

If the State Highway Department could install these signs it would be deeply appreciated. However, if you cannot do so, could we have permission to erect them.

Very truly yours,

W. A. Gilchrist
W. A. Gilchrist,
City Manager

WAG:mp

NOTED
R. D. [illegible]

NOTED
L. R. Chandler

NOTED
WIDDOWS

NOTED
C. T. KEASEY

CITY OFFICIALS
PERCY CROFT, MAYOR
W. A. GILCHRIST, CITY MANAGER

CITY of ROSEBURG
OAK AND MAIN STREETS
Roseburg, Oregon

COUNCILMEN
WILLIAM ADAIR
FRANK ASHLEY
BERNARD SAAR
R. R. RITZMAN
GEORGE LUOMA
CECIL HUGH
B. E. WOODRUFF
GORDON HARNESS

April 16,1953

Mr.Tom Edwards,
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Mr. Edwards:

In checking the plans for the installation of traffic signals onWashington and Stephens Street it has been noted that it is planned to prohibit left hand turns from Stephens to Washington Street. The Chief of Police and the Street Committee of the Council feel that it would be well to try the possibility of omitting this left turn so as to afford an opportunity for people who are South bound to travel up the city center with a minimum amount of difficulty.

Would you please take this matter up with the traffic engineering department and let us know at your earliest convenience if this program could be possible.

Very truly yours,
W. A. Gilchrist
W. A. Gilchrist,
City Manager

WAG:mp

NOTED
WIDDOWS

NOTED
L. R. Chandler

RECEIVED
FEB 20 1953
FOR FILING
10-16C3

3842

R

February 20, 1953

Trowbridge & Flynn Electric Co.
214 West Main St.
Medford, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3842 which was awarded to you on January 21, 1953 by the State Highway Commission, for installing traffic signal in Roseburg on the Pacific Highway, Douglas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR 6 1953
FOR FILING

MISC. CONTRACTS and
AGREEMENTS No. 820

MISC. CONTRACTS and
AGREEMENTS No. 820

10-1603

3842

3911
3924

A-12

Salem, Oregon
January 28, 1953

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached is a conformed copy of an agreement with the City of Roseburg covering the proposed traffic signal installations on Stephens Street (US99) in the City of Roseburg.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder of Roseburg, Oregon.

Yours very truly,

Secretary

TH
Attach: 1

REFERRED TO
[illegible]
BY SECRETARY

FORM 2-30 25M 3-51 47198

AGENDA
JAN 21 1953

A

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 15, 1953

SUBJECT: Assignment #3924

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
By Asst. Chief Engineer

Attached are three copies of an agreement covering the proposed traffic signal installations on Stephens Street (U.S. 99) in the City of Roseburg.

Two copies of this agreement have been signed by the proper city officials and are now ready for presentation to the Commission. A check in the amount of $5,000 representing the city's advance deposit has been received and transferred to Mr. Glaisyer.

This completes Assignment #3924.

John W. Cattrall
Engineer, County and City Relations

By Robert H. Prange
Robert H. Prange
Office Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE Aug 18, 1952 minute page 24
By
Secretary

RHP:MM
Att.

NOTED
W. C. WILLIAMS

2 copies to [illegible]

4

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

ROSEBURG, OREGON

January 13, 1953

Mr. John Loosley, City Engineer
City Hall
Roseburg, Oregon

Dear Mr. Loosley:

This is to advise you that we have been unable to complete the permit form for contacting our poles on Stephens Street between Lane and Douglas, but that it is agreeable for you to use these poles for your traffic light control system. As soon as forms are available we will forward you suitable permit forms covering this contact.

Very truly yours,

THE CALIFORNIA OREGON POWER COMPANY

H. C. Wells

H. C. Wells, District Manager

HCW:djv

No. 3924
By

Date: **December 24, 1952**

ASSIGNMENT

Description: **Letter of J. Al Head dated December 24, letter of December 11 by Tom Reeder, six copies of agreement covering proposed installation of traffic signals on Stephens Street (US99) in Roseburg**

Acknowledged by _____ Referred to **Cattrall** ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 1-15-53 Report received ________

Remarks: **For City execution.**

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 24, 1952

SUBJECT: State-City Agreement
Proposed Traffic Signal Installation
Stephens Street (US99)
Roseburg
Assignment WCW-3911

To: W. C. Williams
Assistant State Highway Engineer

PLEASE RETURN TO
W. C. WILLIAMS

Attached are six copies of the State-City Agreement covering the proposed installation of traffic signals on Stephens Street (US99) in the City of Roseburg. These agreements have been checked, found correct and may be handed to Mr. Cattrall for submission to the city.

You will note from Mr. Reeder's letter of transmittal that the original agreements have been revised. This revision was made necessary by the fact that certain city streets intersecting Stephens Street will be made one-way on December 28.

J. Al Head
J. Al Head
Assistant Traffic Engineer

VJ:mm
Attachments

1952
ENGINEER

RECEIVED
1952

No. 3911
By wcw

GNMENT

Date: December 17, 1952

Description: Letter of December 11 by Thomas J. Reeder enclosing six copies of agreement between State and City of Roseburg covering traffic signal installations on Stephens Street (US99) in Roseburg

Acknowledged by _____ Referred to ____Crandall ✓______

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _______________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 12-24-52 mc Report received ________

Remarks: Please check and return.
WCW

FORM E-30 25M 1-52 85419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 11, 1952

SUBJECT: State-City Agreement
Signal Installations - Roseburg

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Herewith you will find the original and five copies of the proposed agreement to be entered into by the State and the City of Roseburg covering certain traffic signal installations on Stephens Street (US 99) in the city of Roseburg.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J Reeder
THOMAS J. REEDER
Assistant Attorney

TJR:am
Encls.

RECEIVED
DEC 17 1952
STATE HIGHWAY ENGINEER

NOTED
J. AL HEAD

Note:- ~~The enclosed agreement was modified by Tom Reeder on December 22, 1952.~~

NOTE: The enclosed agreement is a modification by Tom Reeder of the agreement of Dec. 11, 1952 -

RECEIVED
JAN 29 1953
FOR FILING

10-[illegible]

[illegible]

January 28, 1953

Mildred Hennessy, City Recorder
City Hall
Roseburg, Oregon

Dear Madam:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Roseburg covering the proposed traffic signal installations on Stephens Street (US99) in the City of Roseburg.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JAN 26 1953
FOR FILING

10-1603

3812

January 23, 1953

Trowbridge & Flynn Electric Co.
214 W. Main Street
Medford, Oregon

Gentlemen:

The State Highway Commission on January 2 , 1953 awarded to you State Highway Contract No. 3842 for Traffic Signal Installation on the Lane Street-Washington Street Section of the Pacific Highway in Roseburg, Douglas County. This award was based on your bid of $6,050.90 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.
cc: ~~M. G. Smith~~ Paxton
S. H. Probert
W. M. Franzwa SIAC
Astrup Crandall

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 15, 1952

SUBJECT: Preparation of State-City Agreement
Proposed Traffic Signal Installation
Stephens Street (US99) - Roseburg

To: C. W. Enfield
Legal Department

At its meeting on August 18 and 19, the State Highway Commission approved the installation of traffic signals on Stephens Street (US99), in the City of Roseburg. Will you please prepare the necessary State-City Agreement.

In the way of material to be included in the Agreement, I offer the following:

1. The highway involved is the Pacific Highway, No. 1, US99.
2. The street involved is Stephens Street.
3. The work to be done includes the following:
    a. Installation of fixed time traffic signals at the intersections of Stephens Street with Lane and Washington Streets.
    b. Revision of the existing traffic signals at the intersections of Stephens Street with Cass and Oak Streets.
    c. Interconnection of the traffic signals at the four intersections named above.
4. It is estimated that the total cost of the work will be $9,000.00.
5. The State shall make the installation with either its own forces or by contract and in the first instance pay all the costs thereof. The final cost shall be shared equally by the City and the State, with the exception that $900.00 of this amount, which represents the added cost of extra length poles and transformer bases for the street lighting system, shall be borne entirely by the City.
6. The City shall remove the existing steel street light poles and concrete bases at those intersections where joint poles will be used as shown on the plans. After the signals have been installed the City will install its luminaire unit on these joint poles.
7. The City shall obtain from the local power company permission to attach the supervisory cable to existing power poles as shown on Sheet Five of the plans. A written copy of such permission shall be submitted when returning the signed Agreements.
8. The City when returning the signed Agreements shall submit its check for $5,400.00.

9. The City shall maintain the traffic signals after installation and shall pay for all electrical energy consumed. The signals shall be operated in harmony with the timing program furnished by the State and no changes shall be made in such timing program without approval from the State.

If, after preparation, you will submit the Agreements to this office through Mr. Williams' office, we will check them and care for further processing.

F B Crandall

F. B. Crandall
Traffic Engineer

VJ:mm
Attachments
CC: W. C. Williams
J. W. Cattrall

RECEIVED
OCT 17 1952
OFFICE OF
STATE HIGHWAY ENGINEER

CITY OFFICIALS
AL[illegible]
WI[illegible] A. GILCHRIST, CITY MANA[illegible]
MI[illegible] C. HENNESSEY, RECORDER-[illegible]URER
PAUL E. GEDDES, CITY ATTORNEY
M. JOH[illegible]

CITY of ROSEBURG
OAK AND MAIN STREETS
Roseburg, Oregon

COUNCILMEN
WILLIAM ADAIR
FRANK ASHLEY
BERNARD SAAR
JACK HART
CECIL HUGH
B. E. WOODRUFF
HARRISON WINSTON

RECEIVED
FOR FILING

11-111

August 26, 1952

NOTED
H. B. GLAISYER

Mr. H. B. Glaisyer,
Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

The city will be very happy to cooperate with the State relative to the installation of the traffic signals. We also understand that we are to maintain the signals and furnish the electrical energy when they are installed.

We hope this project is undertaken in the near future, as the traffic control on Stephens Street is a real problem.

Very truly yours,

W. A. Gilchrist
W. A. Gilchrist,
City Manager

WAG:mwp

RECEIVED
STA[illegible] COMMISSION

Copies of this letter sent to:

Mr. Baldock
Mr. Williams
Mr. Crandall

(8-27-52)

Agenda
Adj. 18
4d-2

August 25, 1952

Mr. W. A. Gilchrist
City Manager
City of Roseburg
Oak & Main Streets
Roseburg, Oregon

Dear Mr. Gilchrist:

Reference is made to your letter of July 30, 1952 in which you advise that the City of Roseburg has arranged to provide the City's share of the cost to install traffic signals at Lane and Washington Streets and at Stephens Street, together with the changing of the controllers so the signals will be co-ordinated, and to ask the State Highway Commission to approve this project for installation in the near future.

This matter was discussed by the State Highway Commission at its meeting last week, and I am pleased to inform you that the Commission approved the project for early undertaking, subject to the conditions that in addition to paying 50 percent of the cost of the installation, the City will maintain the signals and furnish electrical energy to operate them when the installation is completed. The matter is to be covered by written agreement between the City and the State.

Please advise whether or not the City is willing to cooperate with the Commission on the basis mentioned.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. B. Crandall

RECEIVED
AUG 14 1952
FOR FILING

10-1603
[illegible]
3842

August 7, 1952

Oregon State Highway Commission

Gentlemen:

For several years we have recognized the necessity for traffic signals in Roseburg at the intersections of Lane and Washington Streets with Stephens Street, which is the route of US99 through Roseburg. The City heretofore has been unable to raise its share of the cost of such signals, so we have not carried these signals in any specific budget.

The City of Roseburg now advises that it has $4,500 to cover the City's share of the installation and requests that the installation be made as soon as possible. We have sufficient funds in our 1952 minor betterment budget to cover the State's matching share of $4,500, and I recommend that you approve entering into an agreement with the City of Roseburg wherein the traffic signals will be installed on a 50-50 cost basis, the City to maintain them and furnish electrical energy after the installation is complete.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. W. W. Stiffler
Mr. C. H. Maison
Mr. F. B. Crandall

RECEIVED
[illegible] 1952
FOR FILING

10-1

3442

August 7, 1952

Mr. M. C. Deller
Superintendent of Schools
Washington at Rose Street
Roseburg, Oregon

Dear Mr. Deller:

In reply to your letter of August 6 having reference to traffic signals at Washington and Stephens Streets in Roseburg, I believe the enclosed copy of a letter which I addressed to Mr. R. R. Brand will explain the status of the traffic light installation to you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

Encl.

Roseburg Public Schools

District No. 4, Douglas County

M. C. DELLER

~~Paul S. Elliott, Superintendent~~

OFFICE: WASHINGTON at ROSE STREET

ROSEBURG, OREGON

PRINCIPALS:
George Erickson - Senior High
R. R. Brand - Junior High
E. S. Hall - Rose
Roy E. Crain - Fenson
Lyle Eddy - Fullerton
Earl Ladd - Riverside
Walter E. Jarvie - Melrose
Mrs. Virna Emery - Riversdale
James B. Garner - Wilbur
C. N. Eddy - Winchester

BOARD OF EDUCATION:
V. V. Harpham, Chairman
N. D. Johnson, Vice Chairman
A. B. Collier, Clerk
Mrs. Mary H. Roberts
Paul H. Helweg
W. G. Clarenbach

BOARD MEETING:
1st and 3rd Monday each month,
7:30 P.M., Superintendent's Office

6 Aug. 1952

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Dept.
Salem, Ore.

Dear Mr. Williams:

I would like to urge the installation of traffic lights at the corner of Washington and Stephens Street in Roseburg, Oregon, as early as possible. Our Junior High School is located on this corner next to U.S. 99. The traffic hazard is great in view of the great number of Junior High School pupils who cross over at this point on their way to and from school and during the noon hour for lunches at a nearby food establishment.

I am reliably informed that the City of Roseburg has agreed to pay half an estimated cost of the project, and that this money has recently been provided for in the passage of the Roseburg City budget.

I might also add that it is practically impossible for one approaching U.S. 99 from Washington Street to get on the highway, particularly at noon and at the close of school or the close of day. I have waited several minutes before I could gain access to U.S. 99 because of this heavy traffic. The chief importance of this letter however, is to avoid a traffic hazard for the school youngsters who must use this intersection on their way to and from school, and I do hereby urge the construction of the traffic lights as soon as possible. We hope that it can be done before the opening of the school session on September 2nd this year.

[illegible]
W. C. WILL

RECEIVED
AUG 7 1952
OREGON
STATE HIGHWAY COMMISSION

Respectfully Yours

M. C. Deller

M. C. DELLER
Superintendent of Schools

MCD:ar

RECEIVED
[illegible] 1952
FOR FILING

10-1005

3119

August 6, 1952

Mr. R. R. Brand, Principal
Roseburg Junior High School
Washington at Rose Street
Roseburg, Oregon

Dear Mr. Brand:

We have just this week received advice from the City of Roseburg that the City has moneys available for its participation in the traffic lights to be installed in Roseburg, which includes the one at the intersection of Washington and Stephens Streets. We are taking immediate action on this matter and will request approval of the State Highway Commission at its meeting in Portland on August 18 and 19, and if such approval is received we will immediately prepare plans and call for bids on the signals as soon as the plans can be perfected. We hope to be able to call for bids on the signals at the following meeting of the Highway Commission, which will be the latter part of September.

We are sorry to advise that there will be no possibility of having the traffic lights installed by the time your school opens on September 2.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Roseburg Public Schools

District No. 4, Douglas County

OFFICE: WASHINGTON at ROSE STREET

ROSEBURG, OREGON

SUPERINTENDENT:
Paul S. Elliott

PRINCIPALS:
George Erickson - Senior High
R. R. Brand - Junior High
E. S. Hall - Rose
Roy E. Crain - Benson
Lyle Eddy - Fullerton
Earl Ladd - Riverside

BOARD OF EDUCATION:
V. V. Harpham, Chairman
N. D. Johnson, Vice Chairman
A. B. Collier, Clerk
J. W. Doyle
Paul H. Helweg
W. G. Clarenbach

BOARD MEETING:
1st and 3rd Monday each month
7:30 P.M., Supt.'s Office

August 5,1952

RECEIVED
AUG 6 1952
OREGON
STATE HIGHWAY COMMISSION

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I understand that recently the City Council of Roseburg took favorable action to pay the necessary sharing costs with the Highway Dept. for the installation of two additional traffic lights on Stephens St. in our city. One of the proposed traffic light installations is at the intersection of Washington St. and Stephens St. which is the highway thoroughfare. The Roseburg Junior High School building and grounds is located on the northeast corner of this intersection.

It is the purpose of this letter to urge all haste possible in making this traffic light installation. The crossing of this busy highway in approaching the school has become an increasingly hazardous activity in the past few years. We have done our best to avoid possible accidents by the use of the school boy patrol. In spite of taking every precaution possible, it is still a dangerous situation both for the pedestrian and the safety patrol on duty.

It is my hope that by calling this situation to your attention since apparently all necessary legal steps have been taken, that immediate action might result in an early installation. I wonder if you could give me some indication as to how soon your department could proceed with this important safety precaution. School will open here on Tuesday, Sept. 2. If an immediate installation could be made, we would not need to organize a school boy patrol this year.

Yours truly,

R. R. Brand

R. R. Brand, Principal
Roseburg Junior High School

RRB:lf

CITY OFFICIALS
ALBERT G. FLEGEL, MAYOR
WINSTON A. GILCHRIST, CITY MANAGER
MILDRED C. HENNESSEY, RECORDER-TREASURER
PAUL E. GEDDES, CITY ATTORNEY
M. JOHN LOOSLEY, CITY ENGINEER

CITY of ROSEBURG
OAK AND MAIN STREETS
Roseburg, Oregon

COUNCILMEN
WILLIAM ADAIR
FRANK ASHLEY
BERNARD SAAR
JACK HART
CECIL HUGH
B. E. WOODRUFF
HARRISON WINSTON

July 30,1952

Mr. W. C. Williams,
Asst. State Highway Engineer
Oregon State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

The City of Roseburg, Oregon has in its current budget $4,500.00 to cover the city's share of the installation of traffic signals at Lane and Washington Streets, and Stephens Street together with the changing of the controllers so that the signals could be co-ordinated.

Would it be possible to obtain the State Highway Commissions approval of the project so that installation could be made in the near future.

Very truly yours,

W. A. Gilchrist

W. A. Gilchrist
City Manager

WAG:mwp

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

11-1163

2842

February 7, 1952

Mr. W. A. Gilchrist, City Manager
City of Roseburg
Oak and Main Streets
Roseburg, Oregon

Dear Mr. Gilchrist:

I have your letter of January 23, requesting our estimate of cost for the installation of traffic signals on Stephens Street at Washington and Lane Streets in your city. Our Traffic Engineer has reviewed the matter, and, while in 1949 it was estimated that the cost would be $8,600 to make such installation and interconnect with the existing system, present-day prices and labor have increased to the point where our estimate is now $9,500.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JAH:bv me

cc Mr. F. B. Crandall

Date: January 24, 1952

ASSIGNMENT

No. 3156
By

Description: Letter of January 23 by W. A. Gilchrist, City Manager of Roseburg, re signals on Stephens Street at corners of Washington and Lane

Acknowledged by ----- Referred to Crandall ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxxx Return with rough draft of reply
Please prepare for ------------------ signature

Assignment executed 2-8-52 Report received ---------

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

CITY OFFICIALS
ALBERT G. FLEGEL, MAYOR
WINSTON A. GILCHRIST, CITY MANAGER
MILDRED C. HENNESSEY, RECORDER-TREASURER
PAUL E. GEDDES, CITY ATTORNEY

CITY of ROSEBURG
OAK AND MAIN STREETS
ROSEBURG, OREGON

COUNCILMEN
WILLIAM ADAIR
FRANK ASHLEY
ELTON CLARK
BERNARD SAAR
WILLIAM EVANS
JACK HART
CECIL HUGH
HARRISON WINSTON

January 23, 1952

PLEASE RETURN TO
W. C. WILLIAMS

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

The Council feels that perhaps it would be best if we did install permanent traffic signals on Stephens Street at the corners of Washington and Lane Streets.

Would you give me some idea as to the approximate cost of such an installation at the present time so that we may be able to more intelligently decide whether the installation could be financed.

I believe back in 1949, it was estimated that the installation would be $8,600. which no doubt would be considerably underpriced.

Very truly yours,

W A Gilchrist
W. A. Gilchrist
City Manager

WAG/jb

NOTED
F. B. CRANDALL

NO [illegible]
J. AL [illegible]

NOTED
VAL JOHNSON

RECEIVED
FOR FILING

December 4, 1951

Mr. W. A. Gilchrist
City Manager
Roseburg, Oregon

Dear Sir:

I have before me your letter of November 6 addressed to K. D. Lytle, our Division Engineer, with regard to use of portable traffic lights during peak-hour periods at intersections of Stevens Street (US99) with Lane Street and Washington Street.

On the basis of our experience to date and observation of that had elsewhere over the country in the use of portable-type signals, we are not convinced of the worth of this type of equipment from the standpoint of cost, as well as the matter of handling traffic. Mayhap, time and further experience and observation will change our thinking; however, as it stands now, we can not recommend approval of this type of equipment to the Highway Commission. It is our belief that, if a particular intersection meets the accepted volume warrants, a permanent installation should be made. Where conditions do not come up to the volume warrants, and notwithstanding which there is a peak congestion for a short interval of time, officer control is the best solution.

Reviewing briefly with respect to the two intersections in question, this Department, at the request of Mr. Slankard, then City Manager, made an investigation looking to installation of permanent-type signals. This, in December, 1948, culminated in approval by the Highway Commission, of permanent signal installations at these two intersections on the usual cooperative basis, wherein the State and City share equally in the capital outlay cost, with the City committed to maintain and furnish electrical energy and stand one hundred per cent of the expense incident thereto. The Commission, at that time, earmarked State moneys for its pro rata share of the installations, but the City subsequently indicated that it did not wish to participate, nor was it interested in such a project; therefore, the State moneys which had been set aside for the project were reallocated to other installations.

You indicate that the portable traffic signal can be obtained for $715. Adding to this cost, maintenance and servicing of the equipment, plus transporting to and from the site, etc., there would be, over a period of time, an investment which would very nearly pay for the City's share of a permanent installation as was at one time contemplated. Obviously, with a permanent installation you would have intersectional control 100 per cent of the time, as against short interval period with the use of portable equipment as you have outlined.

I can not say what the Commission's attitude would be, at this time, with regard to reactivation of the once approved cooperative project; however, should you wish to move in this direction, a review can be made and the matter presented for Commission consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

FBC:sc me

cc Mr. F. B. Crandall

COPY

Nov. 14, 1951

W. A. Gilchrist
City Manager
Roseburg, Oregon

Dear Mr. Gilchrist:

Reference is made to your letter of the 6th relative to the use of your portable traffic signal on Stephens Street, at the intersections of Lane and Washington.

I do not think there will be any trouble about this matter as you have full charge of the traffic on these streets. However, to make certain of this, I am sending your letter to Mr. Crandall, Traffic Engineer, at Salem.

Very truly yours,

K. D. Lytle
Division Engineer

kdl;g

cc: Crandall

Please advise Mr. Gilchrist.
KDL.

COPY

CITY OF ROSEBURG
Oak and Main Streets
Roseburg, Oregon

November 6, 1951

Mr. King Lytle, District Engineer
State Highway Commission
Cobb & Rice Streets
Roseburg, Oregon

Dear Mr. Lytle:

The Common Council at their regular meeting last evening requested that I inquire if it would be possible to use on Stephens Street, at the intersections of Lane and Washington, portable traffic lights during the peak traffic periods from 4:30 to 5:30 or 6 P. M.

Such units cost approximately $715.00., and can be used for emergency traffic control, and peak times. However, before the City would invest in additional equipment we would like to have the approval of the State Highway Commission.

Very truly yours,

/s/ W. A. Gilchrist

W. A. Gilchrist
City Manager

WAG/kw

COPY

RECEIVED
FOR FILING

30-832
3843

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 18, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3843	8-final	R. H. SUSSEX : Assigned to Barney B. Helser	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21270	R-106441	$ 1,522.41	10/15/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1953

Time Extensions: to Jan . 1, 1954 with penalty

Completion Date: Dec. 22, 1953

Date Accepted: Jan. 21, 1954

Penalties: A Time Extension penalty from Aug.31,1953 to Dec.22,1953 for engineering costs

Claims: None outstanding of record

Remarks:

Date: 10-18-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:
adv

RECEIVED
OCT 20 1954
FOR FILING

REFERRED TO
BY SECRETARY

September 15, 1954

General Casualty Company of America
609 S. W. 4th Street
Portland, Oregon

Attention: Mr. A. L. Tebault, Manager
Claims Department

Gentlemen:

This acknowledges a letter, dated August 27, 1954, from Mr. A. R. Eby to the Oregon State Highway Department, attention of myself, concerning contract awarded to R. H. Sussex for the Nye Junction-Beech Creek Rock Production Project, State Highway Contract No. 3843. Also acknowledged are the original and two copies of an assignment of claim whereby Mr. Sussex assigns to Barney B. Heiser all monies which are now due or which may hereafter become due him in connection with this job.

This assignment appears to be in proper form and we will honor it. All the vouchers covering future payments to Mr. Sussex in connection with this job will be prepared in conformity with the provisions of the assignment, and the warrants will be mailed direct to Mr. Heiser upon receipt from the Secretary of State.

I have checked with our Accounting Division and find that Voucher No. 826 covering Estimate No. 6 in the amount of $10,691.98 has been signed by Mr. Sussex, as also has been a semi-final Voucher No. 1475 in the amount of $2,968.09. These will be sent to the Secretary of State along with a copy of the assignment form and he will be asked to prepare the warrant payable to the order of R. H. Sussex, assigned to Barney B. Heiser. The final voucher in the amount of $1,522.41 has not as yet been accepted by Mr. Sussex. It was sent to him on March 25, 1954 but to date has not been returned, and, of course, we cannot pay this final amount until we receive it. We will expedite the processing of this voucher as much as we possibly can following its receipt from Mr. Sussex. The warrant when received from the Secretary of State will be mailed direct to Mr. Heiser as assignee.

The three warrants mentioned above total $18,162.48 and will apply on Mr. Helser's claim against Mr. Sussex. It may be that with a little urging on your part Mr. Sussex will be willing to sign the final voucher.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

noted

cc: Mr. A. R. Eby
Claims Department
General Casualty Company of America
Seattle 5, Washington

Mr. Barney B. Helser
Box 2
Moro, Oregon

C H Maison (2)
F Query

Mr Maison:

I enclose two executed copies of the assignment mentioned in the above letter for forwarding to the Secretary of State with the vouchersfor Estimates No 6 and No 7 (semi-final). When the warrants are received they may be forwarded direct to Mr. Helser in conformity with the provisions thereof. It will be appreciated if you will advise Mr. A. L. Tebault, Manager, Claims Department for the General Casualty Company, 209 S. W. 4th Street, Portland, Oregon when the warrants are mailed –

HBG

Mr. Query:

Attached hereto is the original of the assignment referred to above together with the letter from the General Casualty Company of America consenting thereto. These should be attached to Contract No. 3843. A photo copy of the letter should be sent to the General Files.

GENERAL
H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

August 27, 1954

To Tebault
9/13

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. C. Glaisyer

Gentlemen:

R. H. Sussex,
Principal, Bond #258531
Contract #3843

Our Mr. Spickard wrote to you on February 2, 1954, requesting that you make no further payments to our principal without our prior consent and approval. This request was acknowledged in your letter of February 3, 1954.

Attached you will find two executed copies of an assignment of claim wherein Mr. Sussex has assigned the monies due him on the captioned contract to Barney B. Helser. This assignment meets with our approval and we consent to this assignment.

For your further information, we have authorized Al Tebault, our Portland Claims Manager, to pay the balance of $5,935.02 to Mr. Helser so that his claim will be satisfied in full. This will enable us to obtain a release of the Helser claim that he has filed against the captioned Oregon State Highway contract.

We certainly appreciate your cooperation in this matter, and we sincerely hope that this assignment and payment will enable us to bring this matter to a close.

Very truly yours,

A. R. Eby
A. R. Eby
Claims Department
mdh - enclosures

RECEIVED
SEP 13 1954
OREGON
STATE HIGHWAY COMMISSION

Mr. Glaisyer -
I intend to phone you Monday to discuss this with you further. Regards.
Al Tebault

NOTED ON CARD
9-27-54 gl

August 24, 1954

Mr. Paul S. Hybertsen
Attorney at Law
Failing Building
Portland 4, Oregon

Dear Mr. Hybertsen:

Reference is made to your letter of August 19, 1954 concerning the claim of Barney B. Helser against R. H. Sussex, contractor for the Nye Junction-Beech Creek Rock Production Project, State Highway Contract No. 3843.

In the last paragraph of your letter you ask that the monies still owing to Mr. Sussex for work performed under this contract be paid direct to Mr. Helser and credited to the amount of his claim against Mr. Sussex. We shall be glad to comply with your wishes and pay the remaining monies direct to Mr. Helser if Mr. Sussex will assign to Mr. Helser the remaining funds owing to him from this job and provided further that such assignment is consented to by the General Casualty Company of America, surety on the bond furnished by Mr. Sussex.

The State Highway Commission has a standard form of "Assignment of Claim" to be used in instances of this kind. I enclose five copies of the same filled in as required by this department. These should be signed by Mr. Sussex, and the original and first copy returned to this office for the records and files of the State Highway Commission. Mr. Sussex's signature should be witnessed by two people as indicated on the form. We will honor such an assignment provided the State Highway Department is also furnished a letter from the General Casualty Company of America consenting to the assignment as mentioned above.

For your information the Highway Department records reveal a total amount of $15,162.48 still owing to Mr. Sussex in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

Floyd Query

HBG:jmc
cc: General Insurance Co.
209 S. W. 4th Street
Portland, Oregon
Attn: Mr. A. L. Tebault, Mgr.
Claims Department

Form A-204—1M—9-51

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF ten and no/100

($10.00) Dollars, to me paid, [illegible] hereby sell, assign and transfer the within claim for [illegible] me [illegible] me [illegible] me [illegible] [illegible] 3143 ([illegible]) to [illegible] and authorize and empower said [illegible] to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this .... day of ...., 1954

Executed in the presence of us as witnesses:

State Printing 52037

7. 6.

#8 [illegible] 25/54 — not yet [illegible] (7/15)

will be held [illegible] [illegible] 53

~~[illegible]~~

#543 Sussex

Invoice	1475	Semi-final	✓	2,948.09
"	1516	Est # 6	✓	10,691.98
"		Final (through [illegible])	✓	1522.41
				15,162.48

([illegible] penalty $1,205.62 has been deducted from final am't shown above)

7.6.

#8 final est to owner [illegible] 25,534 – not yet [illegible] (9/18)

will be billed [illegible] [illegible] amount? upto [illegible] 53

~~[illegible]~~

[illegible]

[illegible]

[illegible] the [illegible]

the [illegible] Sussex [illegible]

the amount [illegible]) a[illegible]

[illegible]

JHF

PAUL S. HYBERTSEN
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON

ATWATER 8478

August 19, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

[illegible]

Dear Sir:

Re: Oregon State Highway Contract No. 3843
R. H. Sussex Company

On or about January 21, 1953, Oregon State Highway Contract No. 3843 was awarded to R. H. Sussex Company, and subsequent thereto, the R. H. Sussex Company subcontracted a portion of such contract to Mr. Barney B. Helser, who has retained this office to represent his interests in regard thereto. This subcontract was completed by my client on or about December 22, 1953, and subsequent thereto, the work thereunder was accepted by the affirmative action of the State of Oregon. Thereafter, within the statutory six-month period, Mr. Helser filed a notice in writing that he had a claim against the bond accompanying said contract.

As a result of the performance of said contract, there has been due and owing to my client, Barney B. Helser, from R. H. Sussex Company the sum of $21,097.50 since December 22, 1953, no part of which has been paid, and which amount is apparently not in dispute. Demand for this amount has also been made upon the bonding company, General Casualty Company of America, and they have failed and refused to pay my client in accordance with their obligation under the bond. Accordingly, litigation was instituted against the General Casualty Company of America, and in effect a general denial has been filed in response thereto, which will effectively postpone trial of the case for a period of several months. As a result of this unnecessary delay, my client has been embarrassed by not having at his disposal the funds due under this contract.

It is our understanding that considerable funds due R. H. Sussex Company are being held by the Oregon State Highway Commission, and it is respectfully requested that such funds be paid to my client, and the amount thereof be charged against funds due or to become due to the said R. H. Sussex Company in accordance with the provisions of O.R.S. 279.314.

Yours very truly,

Paul S. Hybertsen

Paul S. Hybertsen

PSH:BD
cc Insurance Commissioner
Mautz, Souther, Spaulding, Denecke & Kinsey
R. H. Sussex Company

RECEIVED
AUG 20 1954
OREGON
STATE HIGHWAY COMMISSION

March 10, 1954

Mr. A. L. Tebault, Manager
Claims Department
General Insurance Co. of America
209 S. W. 4th Street
Portland, Oregon

Dear Mr. Tebault:

I enclose, as requested by you in our telephone conversation today, original and four copies of a form of assignment whereby R. H. Sussex assigns to Barney B. Helser all monies which may now be due him or which may hereafter become due him from the State of Oregon for work performed under State Highway Contract No. 3843 which is described as the Nye Junction-Beech Creek Rock Production Project on the Pendleton-John Day Highway in Umatilla and Grant Counties.

In the event that you elect to use this assignment, please have it signed by Mr. Sussex before two witnesses. The original and one copy of the assignment, both executed, must be returned to this office for further handling. We will be glad to honor it if accompanied by a letter from the General Insurance Company of America consenting to the assignment without prejudice to the contract performance bond.

The following information confirms that which I gave you over the telephone with respect to this job. The contract was completed on December 22, 1953, and formally accepted by the State Highway Commission on January 21, 1954. The amount of current Estimate #6, which is being held in this office, is $10,691.98. The amount of the semi-final Estimate No. 7, which is also being held, is $2,948.09. The amount of the final payment has not as yet been definitely determined, although we anticipate that it will be approximately $1,300.

Contract No. 3858 with Mr. Sussex was completed sometime ago, and final payment for work performed under that contract was made on February 16, 1954. Contract No. 3916 also with Mr. Sussex has been completed and the final amount of this job was paid to Mr. Sussex on March 1, 1954.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

al Tefrue
Gen. Inc Co.

3858 3843 3916

R. H. Sussex contractor

assignments to Barney B. Helser

?- payable
?- retainage
?- creditors

call back at 3-123

(37)

1-21-54
$ 1300.00*
6 $ 10691.98
7 2948.09
t. not completed

id 2-16-54

d 3-1-54

[illegible]

3843

Completed 12-22-53 accepted 1-21-54

Final payment held up $ 1300.00*

(Semi Final) " " " #6 $ 10691.98

> #7 2948.09

*retained % less engrg penalty - Final est. not completed

3858

Contract done & final paid 2-16-54

3916

Contract done & final paid 3-1-54

RECEIVED
JUL 21 1954
FOR FILING

3 - 3843

3843

July 20, 1954

Mr. Paul S. Hybertsen
Attorney-at-Law
Failing Building
Portland 4, Oregon

Dear Mr. Hybertsen:

As requested in your letter of July 16, 1954, we are forwarding by separate mail, a certified copy of Contract and Bond No. 3843 awarded to R. H. Sussex and Company for rock production on the Nye Junction-Beech Creek Section on the Pendleton-John Day Highway in Umatilla and Grant Counties.

This is in connection with the claim that Mr. Barney B. Helser has against this contract in the sum of $21,097.50.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm

PAUL S. HYBERTSEN
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON

ATWATER 8478

July 16, 1954

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Contract #3843 - Nye Junction
Beech Creek Rock Job

This office has been retained by Mr. Barney B. Helser to represent his interests in regard to a claim against the general contractor on the above captioned job, R. H. Sussex and Company, arising as a result of Mr. Helser's performance of a portion of said contract.

I am enclosing herewith an affidavit executed by Mr. Helser for the purpose of obtaining a certified copy of the general contract and bond, which it is requested you please forward to this office.

Your cooperation in this respect will be appreciated.

Yours very truly,

Paul S. Hybertsen

PSH:BD

[illegible]

RECEIVED
JUL [illegible]0 1954
OREGON
STATE HIGHWAY COMMISSION

AFFIDAVIT

STATE OF OREGON,)
) ss.
County of Multnomah,)

I, Barney B. Helser, formerly residing at Moro, Oregon, being first duly sworn, depose and say:

That the R. H. Sussex Company, P. O. Box 1, Bellingham, Washington, was the general contractor for the performance of Contract No. 3843 let by the Oregon State Highway Commission and that I sub-contracted a portion of said work on the 21st day of January, 1953, from the said R. H. Sussex Company; that said work has been completed and accepted by the Oregon State Highway Commission, and that there is now due and owing to me the sum of $21,097.50 as a result of said sub-contract. That I make this affidavit for the purpose of obtaining a certified copy of the general contract and surety bond.

Barney B Helser

Subscribed and sworn to before me this 16th day of July, 1954.

Paul [illegible]
Notary Public for Oregon
My commission expires: 3/24/57

RECEIVED
FOR FILING

3843

file

REFERRED TO *Query to write*
BY SECRETARY

F. QUERY

June 18, 1954

Mr. A. L. Tebault, Manager
Claims Department
General Insurance Company of America
209 S. W. 4th Avenue
Portland, Oregon

Dear Mr. Tebault:

Reference is made to our telephone conversation of yesterday concerning the releasing of estimates 6 and 7, totaling $13,640.07 in connection with State Highway Contract No. 3843 awarded to R. H. Sussex for rock production on the Nye Junction-Beech Creek Section of the Pendleton-John Day Highway. You inquire whether or not the state highway department would release the full amount of estimates 6 and 7, so it could be applied on the claim of subcontractor Barney B. Helser, if Mr. Sussex would arrange to pay the remaining amount of Mr. Helser's claim in cash.

I have consulted our Assistant Chief Counsel who advised that the procedure that you suggest is satisfactory in principle, but the Highway Commission should have a letter from you stating just exactly what you have in mind. Upon receipt of such letter, we will give it careful consideration, and if it is approved, we will then authorize the Auditor to obtain warrants from the Secretary of State covering estimates Nos. 6 and 7, and these warrants will be released upon receipt of a statement from Mr. Helser that he has received satisfactory settlement from Mr. Sussex of the difference between $13,640.07 and the amount of his claim.

You mentioned that Mr. Sussex would assign the full amount of both estimates 6 and 7 to Mr. Helser, which in my estimation, is very satisfactory and accordingly, appropriate assignment will be prepared on our standard forms when I receive your letter.

Upon conclusion of this transaction, there still will remain to be paid to Mr. Sussex the final payment in the amount of $1,522.41, concerning which I understood you to say there is some dispute between Mr. Sussex and the Engineer.

We will be glad to expedite the afore-mentioned transaction as much as we possibly can.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

Portland
Al Tesbol

Sussex: Helser claim
contest

Sussex will contrib 1/3 of center

6+7 est. 13,640.07
1,500.+ *

final
quitclaim will [illegible]

assign 6+7 to Helser
balance he will pay in cash -
~~[illegible]~~
leave final open till get
together with Suga.

Protests records show final
am't as $1522.41 as of 7-19-54

RECEIVED
MAR 30 1954
FOR FILING

[illegible]

3843

March 29, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3843 for rock production on the Nye Junction-Beech Creek Section of the Pendleton-John Day Highway in Umatilla and Grant Counties was completed by the contractor, R.H. Sussex, on December 22, 1953 and was formally accepted by the Highway Commission on January 21, 1954.

Final payment in the amount of $1,522.41 will be released to the contractor on or after April 8, 1954, providing outstanding claim is satisfied and this office advised. The total contract amount is $64,855.24 and no force account work was performed on the project.

There is a claim filed against this project by Barney B. Helser for labor, materials and equipment in the amount of $21,097.50, of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD

3-29-54

RECEIVED
MAR 15 1954
FOR FILING

[illegible]

March 12, 1954

Mr. Barney B. Helser
Box 2
Moro, Oregon

Dear Mr. Helser:

As requested in your letter of March 11, 1954 I enclose five copies of our standard form "Assignment of Claim". If these are used you should furnish me with the original and one copy, both bearing the signature of the assignor, and executed in front of two witnesses. If the assignment is in favor of some private concern or individual, then we cannot honor it unless we have a letter from the surety on the bond furnished by the contractor who is doing the assigning consenting to the assignment without prejudice to the bond. Of course, if the assignment is being given to the bonding company then it is not necessary to have such a letter.

I prepared a form of assignment a few days ago at the request of the General Insurance Company of America covering funds due R. H. Sussex in connection with his Nye Junction-Beech Creek Rock Production Project, State Highway Contract No. 3843. The form was prepared in your favor. Whether or not it will be used depends on what action the bonding company takes in the matter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COM.

HBG:jmc

Encl.

Moro, Oregon,
Mar 11, 1954

Mr H. B. Glaisyer, Sec.
Oregon State Highway Comm
Salem, Oregon

Dear Sir:

Would you please send me the necessary forms which you use for the assignment of estimate funds.

Yours very truly
Barney B Holser
Box 2 - Moro,
Oregon

ANSWERED
H. B. GLAISYER

RECEIVED
MAR 12 1954
OREGON
STATE HIGHWAY COMMISSION

Jewis

RECEIVED
FEB 25 1954
FOR FILING

[illegible]

43

February 18, 1954

Mr. G. H. Emerson, Agent
General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Dear Mr. Emerson:

We have received a letter from Gemmell Brothers Company, Pendleton, in which they write as follows:

". . This is to notify you that R. H. Sussex Company has paid their account with us in full. . "

Their letter pertains to a claim they filed with this office on September 28, 1953 in the sum of $1,022.05 against Contract No. 3843.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Mr. R. H. Sussex
P. O. Box 1
Bellingham, Washington

NOTED ON CARD

2-18-54

Lewis

RECEIVED
FEB 25 1954
FOR FILING

[illegible]

3843

February 18, 1954

Gemmell Bros. Co.
1403 S. W. Dorion
Pendleton, Oregon

Contract
3843

Gentlemen:

Thank you for your letter of February 16 in which you state that R. H. Sussex Company have paid their account in full. We will notify the bonding company and Mr. Sussex that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

2-18-54

Gemmell Bros. Co.

BOB AND RAY GEMMELL

1403 S.W. DORION
TELEPHONE 809
PENDLETON, OREGON

February 16, 1954

Oregon State Highway Department
Salem, Oregon

Attention: H.B.Glaisyer

Dear Sir:

Re your letter of September 28, 1953 St. Highway Contract No. 3843, awarded R.H.Sussex, P.O.Box 1, Bellingham, Washington.

This is to notify you that R.H.Sussex Company has paid their account with us in full.

Will you please notify his Bonding Company and Mr. Sussex regarding same?

Sincerely Yours

Gemmell Brothers Company

Raymond E. Gemmell

Raymond E. Gemmell
Partner

REFERRED TO

RECEIVED
FEB 17 1954
OREGON
STATE HIGHWAY COMMISSION

PRECISION MACHINE WORK — QUALITY WELDING

NOTED ON CARD

2-16-54 gl

~~RE~~CEIVED
FEB 4 - 1954
FOR FILING

[illegible]
3843

February 3, 1954

General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Attention Mr. Donald E. Spickard

Gentlemen:

This acknowledges your letter of February 2 requesting that no further payments be made to R. H. Sussex, contractor for the rock production on the Nye Junction-Beech Creek Section of the Pendleton-John Day Highway in Umatilla and Grant Counties, highway contract No. 3843, without your prior consent and approval.

We shall be pleased to honor your request and are instructing our Accounting Division today accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc C. H. Maison 2

REFERRED TO Query – Mrs Lewis
BY SECRETARY

noted on card

NOTED ON CARD
2-3-54 [illegible]

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

February 2, 1954

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

R. H. Sussex, Principal
Our Bond 258531
Contract No. 3843

We are the surety for R. H. Sussex on our bond 258531, guaranteeing the performance of his contract, No. 3843, with the State of Oregon Highway Department, for rock production on the Nye Junction-Beech Creek Section of the Pendleton-John Day Highway in Umatilla and Grant Counties.

We acknowledge your letter of January 26, 1954, relative to the claim of Gemmell Bros. Company and point out that we have been advised of the claim of Barney B. Helser in the amount of $21,097.50.

We ask that no further payments be made to our principal in view of these claims, without our prior consent and approval.

Very truly yours,
Donald E. Spickard
Legal Department

Donald E. Spickard
owb

RECEIVED
FEB 3 1954
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

2-2-54

RECEIVED
[illegible] - 1954
FOR FILING

21 [illegible]

[illegible]

February 1, 1954

Mr. B. H. [illegible]
P. O. Box 1
Bellingham, Wash.

Dear Sir:

The State Highway Commission, at its meeting held on January 21, 1954, had under discussion your request for an extension of time from October 30, 1953 to January 1, 1954 within which to complete your contract No. 3943 for rock production on the Nye Junction-Beech Creek Section of the Pendleton-John Day Highway in Umatilla and Grant Counties.

The Highway Commission granted your request with the provision that all engineering costs incurred from August 31, 1953 to the actual completion date of the contract be assessed as penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. F. Larson,
Division Engineer

R. [illegible] Lodge,
Resident Engineer

W. C. Smith,
Construction Engineer

RECEIVED
FEB 1 - 1954
FOR FILING

Lewis

January 28, 1954

Mr. G. [illegible]. [illegible]erson, Agent
General Casualty Company of America
2[illegible] S. W. Fourth Avenue
Portland, Oregon

Dear Sir:

Attached is a copy of a claim which has been filed with the Secretary of State by Barney B. Helser against R. H. Sussex on State Highway Contract No. 3843 for rock production on the Nye Junction-Beech Creek Section of the Pendleton-John Day Highway in Umatilla and Grant Counties. The claim is in the sum of $21,077.50 for labor, materials and equipment furnished.

This information is provided as your company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Mr. R. H. Sussex
P. O. Box 1
Bellingham, Washington

1-28-54

Portland, Oregon

January 2[illegible], 1954

TO:

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Notice hereby is given that the undersigned, Barney B. Helser, has a claim for furnishing of labor, materials and equipment for the crushing of rock, in the sum of $21,097.50, against the bond taken from General Casualty Company of America on behalf of R. H. Sussex, for the work of Rock Production Contract No. 3843 Nye Junction Beech Creek, on the Pendleton-John Day Highway in Umatilla and Grant Counties.

BARNEY B. HELSER

Barney B. Helser

CC: Oregon St. Hwy. Comm., Salem, Ore.

R. H. Sussex, Bellingham, Wn.

General Casualty Co. of America
45th & Brooklyn Sts., Seattle, Wn.

ENDORSEE: File No. 3438
Filed, January 25, 1954
EARL T. NEWBRY
Secretary of State

Portland, Oregon
January 22, 1954

TO:

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Notice hereby is given that the undersigned, Barney B. Helser, has a claim for furnishing of labor, materials and equipment for the crushing of rock , in the sum of $21,097.50, against the bond taken from General Casualty Company of America on behalf of R. H. Sussex, for the work of Rock Production Contract No. 3843 Nye Junction Beech Creek, on the Pendleton-John Day Highway in Umatilla and Grant Counties.

Barney B. Helser

Barney B. Helser

cc: Oregon St. Hwy. Comm., Salem, Ore.
R. H. Sussex, Bellingham, Wn.
General Casualty Co. of America
45th & Brooklyn Sts., Seattle, Wn.

RECEIVED
JAN 25 1954
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO

COPY

RECEIVED
FEB 1 - 1954
FOR FILING

Lewis

January 28, 1954

Hon. Earl T. Newbry
Secretary of State
CAPITOL

Attention: E. Libby

Dear Sir:

Thank you for your letter of January 25 to which was attached three copies of a claim filed with your office by Barney B. Helser against R. H. Sussex. The claim which is in the sum of $21,097.50 pertains to State Highway Contract No. 3843 and bears your file No. 3438.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

[illegible] 4 [illegible] pending
retained - [illegible]

1-29-54
Phoned Wecklander to hold up all payments
FQ
She is is holding est #6 plus #7 which is the semi final

NOTED ON CARD
1-28-54

Lewis

RECEIVED
FEB 1 - 1954
FOR FILING

[illegible]
[illegible]

January 28, 1954

Hon. Earl T. Newbry
Secretary of State
CAPITOL

Attention: E. Libby

Dear Sir:

Thank you for your letter of January 25 to which was attached three copies of a claim filed with your office by Barney B. Helser against R. H. Sussex. The claim which is in the sum of $21,097.50 pertains to State Highway Contract No. 3843 and bears your file No. 3438.

Respectfully yours,

[illegible]

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

Semi final 4
retained - [illegible] penalty

1-29-54
Phoned Wickander to hold up all payments
FQ
she is ~~is~~ holding est #6 plus #7 which is the semi final

NOTED ON CARD
1-28-54

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 25, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We received and filed today, a notice of claim by Barney B. Helser, for labor, materials and equipment in the sum of $21,097.50, against the bond taken by R. H. Sussex, principal, and General Casualty Company of America, surety, for the work of Rock Production Contract No. 3843 Nye Junction Beech Creek, on the Pendleton-John Day Highway in Umatilla and Grant Counties, our File No. 3438.

Three copies of the claim are enclosed for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Records Division

N:FL

Encs.

RECEIVED
JAN 2 [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1954
FOR FILING

3[illegible]521:

574

January 26, 1954

General Casualty Company of America
G. H. Emerson, Agent
209 S. W. Fourth Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to E. H. Sussex on contract No. 3843, for rock production on the Wye Junction-Beech Creek Section of the Pendleton-John Day Highway in Umatilla and Grant Counties.

This payment, in the amount of $2,948.09, will be released to the contractor on or after February 5, 1954. The retained percentage is $2,500.00.

There is a claim filed against this contract by Gemmell Bros. Co. for labor and materials in the amount of $1,022.05, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Company of America
General Insurance Bldg.
Seattle 5, Washington
Attn.: Surety Dept.

NOTED ON CARD
1-28 [illegible]

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report #18

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 9, 1954

Section Nye Jct.-Beech Creek

Kind of work Rock Production

Highway Pendleton-John Day

Section prefix 30-8313

Contractor [illegible]. H. Sussex

Contract number 3843

Date of contract January 21, 1953

Date of completion August 31, 1953

Date work started June 8, 1953

Estimated date of completion December 22, 1953

Amount of contract . . . . $ 69,053.60

Per cent of time elapsed 151.1 %

Estimated cost of completed project, exclusive of engineering . . . . $ 66,314.07

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 2966.21, 56.1 %

Date project was completed December 22, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Working on semi-final and will have completed January 11.

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

Signed A. L. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			22,400		
Estimated quantities moved or placed to date			22,400		
Average daily quantities			395		
Average daily quantities necessary to complete project on time					
Number shifts per day			0		
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Rain		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Pt. Fair		
Friday	Fair		
Saturday	Fair		

State Printing

December 15, 1953

Oregon State Highway Commission

Request for extension of time
No. 2
January 21 and 22 Meeting

Gentlemen:

Herewith is a request from R. H. Sussex for an extension of time on the Nye Junction-Beech Creek Section of the Pendleton-John Day Highway, Contract No. 3843, from October 30, 1953 to January 1, 1954.

On October 29, the Highway Commission granted an extension to Sussex, with the proviso that engineering penalty be assessed from August 31, 1953 to the actual completion date. I, therefore, recommend that the extension be granted, with the engineering penalty to be assessed as previously ordered by the Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

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[illegible]
FOR FILING

[illegible]

November 16, 1953

Mr. R. H. Sussex
P. O. Box 1
Bellingham, Wash.

Dear Sir:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from August 31 to October 30, 1953 within which to complete your contract No. 3843, for rock production on the Nye Junction-Beech Creek Section of the Pendleton-John Day Highway in Umatilla and Grant Counties.

The Highway Commission granted your request with the provision that the engineering penalty be assessed from August 31, 1953 to the actual completion date of the contract. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. F. Parson,
Division Engineer

W. S. Hodge,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
OCT 1 9 1953
FOR FILING

3843

October 15, 1953

Oregon State Highway Commission

Request for extension of time
No. 10
October 29 and 30 Meeting

Gentlemen:

Herewith a request from R. H. Sussex for an extension of time on the Nye Junction-Beech Creek Contract No. 3843 from August 31, 1953 until October 30, 1953.

This project was awarded on January 21, 1953 but the contractor did not start work until June 8 and then with a plant inadequate for the production of the materials. His progress since starting has been very slow and he has undoubtedly caused us considerable expense in our maintenance operations due to the non-production of maintenance materials.

I recommend the extension be granted, with the engineering penalty to be assessed from August 31, 1953 to the completion date.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP:js fp

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

October 5, 1953

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Boldock:

Our Bonds 258531 and 258543 - R. H. Sussex
Bellingham, Washington
Contracts No. 3858 and 3916

Mr. G. H. Emerson has forwarded your September 28 letter addressed to our company to the Home Office for attention. In your letter you point out that progress is not satisfactory on Contract No. 3843 and 3858. You also mention that the materials to be crushed on Contract No. 3916 will be needed for winter ice and snow road conditions.

We want to simply acknowledge your letter and advise that we are making an effort to contact Mr. Sussex to see if it is not possible to do something to improve the rate of progress. We appreciate very much your advising us of the conditions as you view them under these contracts.

Very truly yours,

Willard G. Sweany

Willard G. Sweany
bwm

Surety Department

NOTED
W. W. STIFFLER

RECEIVED
FOR FILING

Lewis

[illegible]

394.3

September 30, 1953

Mr. G. H. Emerson, Agent
General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Dear Mr. Emerson:

We have received a letter dated September 28 from Gemmell Brothers Company, 1403 S. W. Dorion, Pendleton, stating that R. H. Sussex owes them a balance of $1,022.05 for labor and materials. This claim, they state, was incurred on State Highway Contract No. 3843, awarded to R. H. Sussex for rock production on the Nye Junction-Beech Creek Section of the Pendleton-John Day Highway in Umatilla and Grant counties.

This information is provided as the General Casualty Company of America appears as surety on the performance bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Mr. R. H. Sussex
P. O. Box 1
Bellingham, Washington

POSTED ON CARD

9-30-53

RECEIVED
FOR FILING

Lewis

September 30, 1953

Gemmell Bros. Co.
1403 S. W. Dorion
Pendleton, Oregon

Attention: Mr. Raymond E. Gemmell

Gentlemen:

This is to acknowledge your letter of September 28 concerning your claim against R. H. Sussex for labor and materials in the amount of $1,022.05. Our records indicate that this job should be completed by October 31, 1953. The job is known as State Highway Contract No. 3843, awarded to R. H. Sussex, Post Office Box 1, Bellingham, Washington, for rock production on the Nye Junction-Beech Creek Section of the Pendleton-John Day Highway in Umatilla and Grant counties.

This contract is covered by a bond furnished by the General Casualty Company of America through G. H. Emerson, 209 S. W. Fourth Avenue, Portland. The bond provides for satisfactory completion of the contract and for payment of all bills incurred in the job.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. We have attached an excerpt from the Oregon Laws outlining the procedure necessary on such a filing. In the meantime your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

9-30-53

Gemmell Bros. Co.

BOB AND RAY GEMMELL

1403 S.W. DORION
TELEPHONE 809
PENDLETON, OREGON

REFERRED TO
C. H. MAISON, Auditor

September 28, 1953

Oregon State Highway Department
Accounting Division
Salem, Oregon

Dear Sirs:

On June 11th of this year we opened anaccount with R.H.Sussex Contractors, for labor and materials which, Over a period of two months came to$1522.05.

To date we have received $500.00. Balance due is$1022.05 at this time. We contacted your office here and they suggested we notify you listing contract or job number which is 3843.

We would like to know what action can be taken on this as we understand the job is completed now.

Copy of bill as it stands now is inclosed.

Yours Truly
Gemmell Brothers Company

Raymond E. Gemmell
Raymond E. Gemmell
Partner

PRECISION MACHINE WORK — QUALITY WELDING

9-28-53

RECEIVED
FOR FILING

September 28, 1953

C
O
P
Y

General Casualty Company of America
209 S. W. 4th Avenue
Portland, Oregon

Attention: Mr. G. H. Emerson

Gentlemen:

We have been unsuccessful in obtaining satisfactory performance on contractual obligations by R. H. Sussex, who at the present time has three contracts with the State Highway Commission, only one of which he is working on, and, on the other two, the time limit will expire on September 30 and one project and on October 31 on the other.

Unsatisfactory progress is being made on Contract No. 3843, on which the time limit has already expired.

The contractor can give us no definite assurance as to when he can start on Contract No. 3858, Poker Creek-Sumpter Rock Surfacing Project, on which job the time limit expires October 31, and on Contract No. 3916, La Grande-Baker Rock Production Project, on which the time limit expires September 30, 1953. This letter is to advise you that, as Surety for the above named contractor, provisions must be made for immediate start on these projects, with prosecution to completion at the earliest possible date.

I might advise you that failure to surface the Poker Creek-Sumpter Section under Contract No. 3858 will result in great inconvenience to users of this highway if it goes into another winter in an unsurfaced condition. Likewise the materials to be crushed on the La Grande-Baker Rock Production Project, Contract No. 3916, are extremely essential for the sanding of ice and snow conditions during the winter months on US30, and it is vitally essential that this project be completed before such conditions become existent on the highway.

It is requested that you advise by return mail what plans are being made for the immediate start and the completion of these projects.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. Forrest Cooper

WCW:me fp

FORM E-90 37,900 4-53 [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18, 1953

C
O
P
Y

SUBJECT:

To:

Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

Dear Sir:

I hand you herewith descriptions of the jobs shown by divisions which have been contracted prior to the August 1953 letting and upon which work has not yet been started. I have underlined in red the ones which should be started immediately. So far our efforts to get these jobs underway have been unsuccessful.

Referring to the three contracts held by Sussex in Division 5, I am attaching a copy of a letter from Parson to Sussex dated September 17, 1953 in which he is again attempting to get some action. Also attached are copies of a Subcontract of which Mr. Sussex is asking us to approve wherein he proposes to subcontract the entire Poker Creek-Sumpter Section to Arthur Simonsen. Our policy has been not to allow this type of a subcontract as this encourages the prime contractor to become merely a broker.

I would recommend that Sussex and his surety be notified immediately to proceed with the work and that if he does not comply that he be disqualified from bidding until he demonstrates a desire to follow the terms of our contracts.

Very truly yours,

H. G. Smith
Construction Engineer

By
/s/ Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

Encl.

FORM E-30 87,500 4-53

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 17, 1953

C
O
P
Y

SUBJECT:

To:

Mr. R. H. Sussex
P. O. Box 1
Bellingham, Washington

Dear Sir:

This is to confirm my conversation with your father and representative, regarding the three crushing jobs, Contract #3916, #3843 and #3858, of this date.

It is highly desired that all three jobs be completed this year. The cinder crushing job, Contract No. 3916, has the highest priority, as it is essential that we have sanding material for this winter's sanding on Highway 30 east of La Grande. Your representative assured me that in the event that Arthur Simonsen does not do the cinder job for you, that you will discontinue the Pendleton-john Day crushing until after you have crushed the cinders. You would finish the present set-up and then move to Ladd Canyon cinder job, instead of moving to Battle Mountain.

This is the way we would prefer the work, because of the impossibility to crush cinders if they get wet. However, the method you use to produce our material is your responsibility. We are concerned only in getting the material before winter sets in.

Very truly yours,

/s/ A. F. Parson

A. F. Parson
Division Engineer

AFP/pc

cc: H. G. Smith
W. S. Hodge

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FOR FILING

COPY FOR Baldock

G E M M E L L B R O S . C O .
Bob and Ray Gemmell

1403 S. W. Dorion
Telephone 909
PENDLETON, OREGON

Oregon State Highway Department
Accounting Division
Salem, Oregon

Dear Sirs:

On June 11th of this year we opened an account with R.H. Sussex Contractors, for labor and materials which, over a period of two months came to $1522.05.

To date we have received $500.00. Balance due is $1022.05 at this time. We contacted your office here and they suggested we notify you listing contract or job number which is 3843.

We would like to know what action can be taken on this as we understand the job is completed now.

Copy of bill as it stands now is inclosed.

Yours Truly
Gemmell Brothers Company

/s/ Raymond E. Gemmell
Raymond E. Gemmell
Partner

NOTED
State Highway Engineer

COPY

RECEIVED
FEB 20 1953
FOR FILING

February 20, 1953

Mr. R. H. Sussex
P. O. Box 1
Bellingham, Wash.

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3843 which was awarded to you on January 21, 1953 by the State Highway Commission, for rock production on the Nye Junction-Beech Creek Section of the Pendleton-John Day Highway in Umatilla and Grant Counties.

We are also sending an executed copy of this contract to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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FOR FILING

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[illegible]

January 23, 953

Mr. R. H. Sussex
P. O. Box 1
Bellingham, Washington

Gentlemen:

The State Highway Commission on January 2 , 953 awarded to you State Highway Contract No. 3843 for the Nye Junction-Beech Creek Rock Production Project on the Pendleton-John Day Highway in Umatilla and Grant Counties. This award was based on your bid of $66,080.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.
cc: H. G. Smith
S. H. Probert
W. M. Franswa SIAC

20-1324 [illegible]
[illegible]
13244 [illegible]

RECEIVED
FOR FILING

36-8314
22.11

August 12, 1954

Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Attention: Mr. Fred C. Reed

Gentlemen:

Mr. Glaisyer will not be back in the office this week, so this letter is in answer to your inquiry of August 6 concerning the status of Contract No. 3844 awarded to Barney B. Helser.

Our records show that the contract was completed October 28, 1953, but to date has not been accepted by the Commission. We have determined that the reason for non-acceptance is due to some burning operations which must be performed by the contractor, under the direction of the Forest Service. It appears that such burning may not be allowed until the rainy season this fall.

In nearly all cases, it is our customary practice to notify the surety when a contract is accepted, the exceptions being those few instances in which the amount of the final payment is determined before the contract has been accepted.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:mm

NOTED
H. B. GLAISYER

Great American Indemnity Company New York

WELLS-REED INSURANCE • General Agents

412 FAILING BUILDING - ATWATER 7308 - PORTLAND 4, OREGON

August 6, 1954

Oregon State Highway Commission
Salem
Oregon

ATTENTION: H. B. Glaisyer, Secretary

RE: Contract No. 3844
Barney B. Helser ✓

Dear Herb:

This morning we have a letter from our home office inquiring as to why the above contract, which was completed October 28, 1953, has not as yet been accepted by the commission. Apparently they are still holding their file open on this contract, and we also find that it is in our active file.

The last letter in file appears to be your letter of January 7, advising of the completion date, but stated that the contract had not as yet been accepted by the commission. Possibly the commission does not feel it is necessary to notify the surety beyond the completion date.

In any event, would you kindly let us know the status of the contract in caption, and also whether it is the commission's intent to notify the surety of the final date of acceptance, and then we may be guided accordingly in the future.

Very truly yours,

WELLS-REED INSURANCE

By Fred Reed.

[illegible]
[illegible]

RECEIVED
[illegible] 1954
OREGON
STATE HIGHWAY COMMISSION

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 26, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3844	4-final	BARNEY B. HELSER	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
986	R-85574	$ 1,264.69	1/25/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: Oct. 31, 1953 without penalty

Completion Date: Oct. 28, 1953

Date Accepted: Sep. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-29-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD
9-30-54

Warrant Mailed: [illegible]

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January 20th, 1954

FINAL COST ANALYSIS

Weston-Summerville Junction Section
Contract #3844

Rock Production

Weston-Elgin Highway
Prefix 30-8314

30-7-14

Barney B. Helser, Contractor
C. D. Cannon, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	4,296.64	Cu. Yd.	$3.50	$2.79	$11,988.63	$15,038.24
½"-¼" " " " "	4,640.02	" "	3.50	2.79	12,946.65	16,240.07
¼"-#10 " " " "	1,966.06	" "	3.50	2.79	5,486.15	6,881.21
½"-#10 " " " "	1,050.48	" "	3.50	2.79	2,930.84	3,676.68
S.P. Screen Rejects in S.P.	323.91	" "	0.25	0.25	80.98	80.98
S.P. Haul Adjustment in Favor of Contractor	1,727.55	" "	0.12	0.12	207.31	207.31
Force Account			32.00	32.00	32.00	32.00
					$33,672.56	$42,156.49

Gross Revenue	$42,156.49
Total Cost	33,672.56
Net Profit	$ 8,483.93

Net Profit Equals 20.12% of Gross Revenue

NOTED
State Highway Engineer

Breakdown of Crushing Cost

Item	Quantity	Unit	Total Cost	Unit Cost
Drill & Shoot	11,953.20	Cu. Yd.	$ 4,152.40	$0.35
Move In & Set Up	"	" "	2,940.65	0.25
Load & Haul to Crusher	"	" "	4,663.67	0.39
Crushing	"	" "	12,166.00	1.01
Haul to S.P. (Av. Haul - 2.8 Mi.)	"	" "	7,782.74	0.65
Stockpile	"	" "	1,646.81	0.14
				$2.79

Detail of Cost

Labor:		
Supervision	$ 1,958.66	
Labor	9,881.22	
Labor Insurance	696.71	
		$12,536.59
Equipment Rental & Misc. Supplies:		
Equipment Rental, Owned	$10,492.64	
Gas, Oil & Grease	2,853.18	
Drill & Shoot (Powder Included)	4,152.40	
Bond	316.17	
P.L. & P.D. Insurance	147.89	
Freight & Cartage	340.07	
P.U.C.	23.60	
Small Tools & Misc. Supplies	350.00	
Home Office & General Overhead	1,264.70	
Subcontract S.P. (Labor Only)	1,195.32	
		21,135.97
Total Cost.		$33,672.56

Remarks:

This was a "State Project" for crushing and stockpiling 11,953.2 cu. yds. of crushed rock for maintenance. The contract was bid and awarded January 21st, 1953. Work started September 16th, 1953, and was completed October 28th, 1953.

The contractor used the rock quarry designated by the State located 0.7 mile westerly of M.P. 22.8 on the Weston-Elgin Highway. The contractor subcontracted the drilling and shooting of this quarry for $0.35 per cu. yd. which included the powder. Drilling was done by two men using a 365 truck-mounted compressor and wagon drill.

The contractor started moving in his three-crusher, semi-portable crushing plant September 17th, and was set up and started to crush September 29th. Two 10-hour shifts were run to make up time lost on other work and to be finished before bad weather set in. The crushing plant ran very efficiently with only one delay due to breakdown, which lasted for 2½ days, and lost 3 days due to snow and rain. One 3/4-yard shovel and two trucks were used to load and haul to crusher. A ½-yard shovel was kept on the job to replace the 3/4-yard shovel in base of breakdown. Each shovel worked about half-time. Hauling to stockpile was done with five 6-yard trucks. Labor for stockpiling was subcontracted for $0.10 per cu. yd., with the contractor furnishing a D-4 cat and dozer.

This was a good quarry, the rock breaking small, resulting in good production. The 11,953.2 yards were produced in 302 hours crushing time, for an average of 39.6 cu. yds. per hour.

With good production and bid prices, the contractor realized a very good profit.

E. H. Clymer
Chief Cost Analyst

By . . C. E. Layton

RECEIVED
FOR FILING

11 - 844

[illegible]

January 7, 1954

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3844 for rock production on the Weston-Summerville Junction Section of the Weston-Elgin Highway in Umatilla and Union Counties was completed by the contractor, Barney B. Helser, on October 28, 1953 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,264.69 will be released to the contractor after acceptance by the Commission. The total contract amount is $42,156.49, of which amount $32.00 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED·ON CARD
1-7-54

RECEIVED
DEC 10 1953
FOR FILING

[illegible]
3844

December 9, 1953

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Mr. Barney B. Helser on contract No. 3844, covering rock production on the Weston-Summerville Junction Section of the Weston-Elgin Secondary Highway in Umatilla and Union Counties.

This payment, in the amount of $4,225.80 will be released to contractor on or after December 19, 1953. The retained percentage is $1,264.69.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

NOTED ON CARD
12-9-53

Form E-1

No. 8

30-8314

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 20, 1953

Section Weston - Summerville Junction

Kind of work Rock Production

Highway Weston - Elgin

Section prefix 30-8314

Contractor Barney B. Helser

Contract number 3844

Date of contract January 21, 1953

Date of completion August 31, 1953

Date work started September 16, 1953

Estimated date of completion October 28, 1953

Amount of contract $40,000.00

Per cent of time elapsed 356/282 126 %

Estimated cost of completed project, exclusive of engineering $42,900.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $2500.00, 77 %

Date project was completed Oct 28, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The last of the stockpiles were remeasured Monday-

The quantities have all been figured

The Semi-final estimate will be submitted to the Division office next Monday -

NOTED
H. G. SMITH

NOTED
FORREST COOPER

OFFICE OF
CONSTRUCTION ENGIN

Signed

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Overcast		
Friday	Overcast		
Saturday			

STATE PRINTING

RECEIVED
NOV 19 1953
FOR FILING

[illegible]

3844

November 16, 1953

Mr. Barney B. Helser
Moro
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from August 31 to October 31, 1953 within which to complete your contract No. 3844, for rock production on the Weston-Summerville Junction Section of the Weston-Elgin Highway in Umatilla and Union Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. F. Parson,
Division Engineer

C. D. Cannon,
Resident Engineer

H. O. Smith,
Construction Engineer

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FOR FILING

[illegible]-2314

November 10, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Barney B. Helser a portion of the funds heretofore retained by the Commission on contract No. 3844, for rock production on the Weston-Summerville Junction Section of the Weston-Elgin Highway in Umatilla and Union Counties.

This payment in the amount of $23,121.00 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,134.00. The present payment will be released on or after November 20, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD

11-10-53

RECEIVED
OCT 13 1953
FOR FILING

October 9, 1953

Oregon State Highway Commission

Request for extension of time
No. 7
October 29 and 30 Meeting

Gentlemen:

Herewith request from Barney L. Helser for an extension of time on the Weston-Summerville Rock Production Contract No. 3844 from August 31, 1953 to October 31, 1953.

The contractor had several other crushing contracts for the State and was requested to complete the crushing of rock for the Enterprise-Lewiston Highway prior to starting this contract in order that the primary highway might be oiled this season. The materials scheduled under this contract were intended for use during 1954, so no engineering expense or inconvenience has been suffered by the State.

I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
MAR 17 1953
FOR FILING

30-[illegible]-14

[illegible]

March 16, 1953

Mr. Barney B. Helser
Moro
Oregon

Dear Sir:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on January 21, 1953, as follows:

Contract No. 3844, for rock production on the Weston-Summerville Junction Section of the Weston-Elgin Highway in Umatilla and Union Counties.

Contract No. 3845, for the Enterprise Rock Production Project on the Wallowa Lake and Enterprise-Lewiston Highways in Wallowa County.

Executed copies of the above contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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encls. 2

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JAN 26 1953
FOR FILING

[illegible]

3844

January 23, 953

Mr. Barney B. Helser
Moro
Oregon

Gentlemen:

The State Highway Commission on January 2 , 953 awarded to you State Highway Contracts No. 3844 and No. 3845 for the Weston Summerville Junction Rock Production Project on the Weston-Elgin Highway in Umatilla and Union Counties; and the Enterprise Rock Production Project on the Wallowa Lake and Lewiston-Enterprise Highways in Wallowa County. These awards were based on your bids of $39,900.00 and $46,305.00 respectively, which made a total low combination bid of $86,205.00. Bids on these projects were submitted to the Commission on January 2 , 953.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa SIAC

32-[illegible] Enterprise Co. Formation [illegible]
[illegible] allowed [illegible]
32-[illegible] Lewiston-Enterprise Inc.

[illegible]

RECEIVED
FOR FILING

January 13th, 1954

FINAL COST ANALYSIS

Enterprise Section
Contract #3845
32-8302

Rock Production
B. B. Helser, Contractor
M. A. Cameron, Resident Engineer

Wallowa Lake & Lewiston-
Enterprise Highways
Prefix 32-8302

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in Stockpile	5,906.22	Cu. Yd.	$3.15	$2.55	$15,060.61	$18,604.59
½"-¼" Cr. Rock in Stockpile	5,288.29	" "	3.15	2.55	13,485.14	16,658.11
¼"-#10 Cr. Rock in Stockpile	2,350.85	" "	3.15	2.55	5,994.67	7,405.18
½"-#10 Cr. Rock in Stockpile	1,648.83	" "	3.15	2.55	4,204.52	5,193.81
S.P. Screen Rejects in Stockpile	84.00	" "	0.25	0.25	21.00	21.00
S.P. Haul Adjustment, Favor of State	2,341.00	Yd. Mi.	0.10	0.10	______	- 234.10
					$38,765.94	$47,648.59
Bates Mill (Wallowa, Ore.) Crushed Rock	2,800	Cu. Yd.	3.00	2.38	6,664.00	8,400.00
City of Wallowa Crushed Rock	1,150	" "	2.00	1.77	2,035.50	2,300.00
Wallowa County Crushed Rock	1,975	" "	3.25	2.38	4,700.00	6,418.75
Miller, H. J. & H. W. Crushed Gravel	4,985	" "	1.75	1.61	8,025.85	8,723.75
					$21,425.35	$25,842.50
Total					$60,191.29	$73,491.09

Gross Revenue	$73,491.09
Total Cost	60,191.29
Net Profit	$13,299.80

Net Profit Equals 18.09% of Gross Revenue

NOTED
State Highway Engineer

Breakdown of Crushing Costs

	Quantity	Unit	Total Cost	Unit Cost
Drill & Shoot	21,119.19	Cu. Yd.	$ 7,838.84	$0.370
Move In & Set Up	26,104.19	" "	4,114.12	0.158
Load & Haul to Crusher	21,119.19	" "	8,325.57	0.394
Crushing	26,104.19	" "	22,039.68	0.844
Haul to S.P., Av. Haul 3.8 Mi.	24,954.19	" "	15,242.75	0.610
S.P.	15,194.19	" "	2,630.33	0.170
			$60,191.29	

The following crushed rock was produced:

	Cost Per Cu. Yd.
1. State maintenance rock in stockpile - 15,194 cu. yd. Average haul - 3.8 miles.	$2.55
2. Produced for Bates Mill, Wallowa, 2,800 cu. yd. 3/4"-0 crushed rock, truck measure. Average haul - 8.9 miles.	$2.38
3. Produced for City of Wallowa - 1,150 cu. yd. 3/4"-0 crushed rock, truck measure. City trucks picked up at bunker.	$1.77
4. Produced for Wallowa County - 1,975 cu. yd. 3/4"-0 crushed rock, truck measure. Average haul - 9.0 miles. Hauled to Enterprise.	$2.38
5. Produced for H. J. & H. W. Miller - 4,985 cu. yd. of 3/4"-0 cr. gravel to be used in the paving on the Lostine Bridge Section. This material was obtained from a gravel bar located on the Bridge Section and hauled to crushing plant by 5 trucks which in turn hauled the crushed gravel back to stockpile on the Bridge Section. Average haul - 1 mile.	$1.61

Contract #3845

Detail of Cost

Labor:		
Supervision	$ 2,703.25	
Labor	16,485.38	
Labor Insurance	1,132.13	
		$20,320.76
Equipment Rental & Misc. Supplies:		
Equipment Rental, Owned	$17,857.28	
" " , Hired	3,285.38	
Gas, Oil & Grease	4,008.36	
Drill & Shoot (Powder Included)	7,838.84	
Bond	357.36	
P.L. & P.D. Insurance	239.86	
Freight & Cartage	1,318.99	
P.U.C.	275.63	
Small Tools & Misc. Supplies	1,481.19	
Home Office & General Overhead	1,210.37	
Subcontract S.P. at $0.10 per Cu. Yd. (Labor Only)	1,997.27	
		39,870.53
Total Cost........................		$60,191.29

Contract #3845

Remarks:

This was a "State Project" for crushing and stockpiling 15,194.19 cu. yds. of crushed rock for maintenance. The contract was bid and awarded January 21st, 1953. Work started April 3rd, 1953, and was completed July 10th, 1953.

The contractor moved in two men equipped with a 365 cu. ft. truck-mounted compressor and a wagon drill to the quarry designated by the State located adjacent to the northerly side of the Wallowa Lake Highway at M.P. 56.9. The drilling and shooting of this quarry was subcontracted for $0.37 per cu. yd. which included powder. From this quarry 21,119.19 cu. yds. of crushed rock was produced.

The contractor started moving in his 3-crusher, semi-portable crushing plant April 20th, 1953, and started crushing May 20th, operating two 8-hour shifts. Contractor purchased a slightly used 25" x 40" jaw crusher at the start of this job, which was a very wise investment and enabled the contractor to crush material that otherwise would have been wasted, as some rock in this quarry broke large for his old jaw, which was a 15" x 36". From this quarry crushed rock was produced for the following places: 15,194.19 cu. yds. for the State; 2,800 cu. yds. for the Bates Mill at Wallowa; 1,150 cu. yds. for the City of Wallowa; 1,975 cu. yds. for Wallowa County; and 4,985 cu. yds. of crushed gravel for H. J. & H. W. Miller at Lostine, making a total of 26,104.19 cu. yds. crushed from this setup in 560 hours crushing time, for an average of 46.6 cu. yds. per hour. Hauling to stockpile was done with five 6 cu. yd. trucks on State work, and for Bates Mill and Wallowa County; the City of Wallowa hauled its own material from the bunker. Stockpiling, which labor was subcontracted for $0.10 per cu. yd., was done with a D-4 cat and dozer only on State stockpiles. The other was hauled by truck measure and dumped at the site of deposit except for the material for Miller which was used on the Lostine Bridge Section, which was stockpiled.

With very good production and bid prices the contractor was able to show a large profit.

E. H. Clymer
Chief Cost Analyst

By . . C. E. Layton

R

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 15, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3845	4-final	BARNEY B. HELSER	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20111	R-78302	$ 1,975.54	10/15/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. H. Wicklander
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: None

Completion Date: July 10, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-16-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
Floyd Query

Warrant Mailed: OCT 19 1953

A. H. Wicklander

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SEP 30 1953
FOR FILING

384-

September 28, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3845 covering the Enterprise Rock Production Project on the Wallowa Lake and Enterprise-Lewiston Highway in Wallowa County was completed by the contractor, Barney B. Helser, on July 10 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $1,975.54 will be released to the contractor on or after October 8, 1953. The total contract amount is $47,648.59, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD
[illegible]

RECEIVED
1953
FOR FILING

22-[illegible]

3845

August 11, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Barney B. Helser in connection with contract No. 3845, covering the Enterprise Rock Production Project on the Wallowa Lake and Enterprise-Lewiston Highways, Wallowa County.

This payment, in the amount of $6,447.68, will be released to the contractor on or after August 21, 1953. The retained percentage is $1,412.60.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc

NOTED ON CARD
8-11-53 gl

Form E-1—10M—11-51

32-8302

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 10, 1953

Section Enterprise Rock Production

Kind of work Crushing & Distributing

Highway Wallowa Lake & Enterprise - Lewiston

Section prefix 32-8302

Contractor Barney B. Helser

Contract number 3845

Date of contract Jan 21, 1953

Date of completion Aug. 31, 1953

Date work started April 3, 1953

Estimated date of completion Completed, 19

Amount of contract $ 46,305.00

Per cent of time elapsed 77 %

Estimated cost of completed project, exclusive of engineering $ 46,305.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1,980, 33 %

Date project was completed July 2, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor Completed crushing for this project July 2

Contractor now crushing material for Asphaltic concrete for H.J. & H.W. Miller at Lostine River Bridge Section.

FORREST COOPER

M.A. Cameron

Signed

Address Enterprise, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
iles in project					
iles partially completed					
iles completed					
otal estimated quantities			14,700		
stimated quantities moved or placed to date			14,700		
verage daily quantities					
verage daily quantities necessary to complete project on time					
umber shifts per day					
ours per shift					
verage force on project for week					

ercentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

quipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
unday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
aturday			

State Printing 53382

RECEIVED
MAR 17 1953
FOR FILING

32-[illegible]

[illegible]

March 16, 1953

Mr. Barney B. Helser
Moro
Oregon

Dear Sir:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on January 21, 1953, as follows:

Contract No. 3844, for rock production on the Weston-Summerville Junction Section of the Weston-Elgin Highway in Umatilla and Union Counties.

Contract No. 3845, for the Enterprise Rock Production Project on the Wallowa Lake and Enterprise-Lewiston Highways in Wallowa County.

Executed copies of the above contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
JAN [illegible] 1953
FOR FILING

January 23, 953

Mr. Barney B. Helser
Moro
Oregon

Gentlemen:

The State Highway Commission on January 2 , 953 awarded to you State Highway Contracts No. 3644 and No. 3845 for the Weston Summerville Junction Rock Production Project on the Weston-Elgin Highway in Umatilla and Union Counties, and the Enterprise Rock Production Project on the Wallowa Lake and Lewiston-Enterprise Highways in Wallowa County. These awards were based on your bids of $39,900.00 and $46,305.00 respectively, which made a total low combination bid of $86,205.00. Bids on these projects were submitted to the Commission on January 2., 953.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa SIAC

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[illegible]
[illegible]

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 26, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4-8309 3847	4-final	CALKINS CRUSHING CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11958	R-69769	$ 1,530.24	6/26/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: July 31, 1953

Time Extensions: None

Completion Date: May 11, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-30-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUN 30 1953
A A Wicklander

NOTED ON CARD
6-30-53

RECEIVED
JUN 15 1953
FOR FILING

4-[illegible]

[illegible]

June 10, 1953

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Wash.

Gentlemen:

State Highway Contract No. 3847 for work performed on the Necanicum Section of three State Highways and three State Park Roads in Clatsop County was completed by the contractor, Calkins Crushing Co., on May 11, 1953 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,530.24 will be released to the contractor after acceptance by the Commission. The total contract amount is $51,007.98 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

6-10-53

RECEIVED
MAY 1953
FOR FILING

4-83[illegible]1

2.11

May 27, 1953

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Calkins Crushing Company in connection with contract No. 3847, for rock production and surfacing on the Necanicum Section of 3 State Highways and 2 State Park Roads in Clatsop County.

This payment, in the amount of $4,389.61, will be released to the contractor on or after June 6, 1953. The retained percentage is $1,530.24.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

5-27-53 g

Form E-1

4-7311

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 9, 1953

Section Necanicum
Kind of work Rock Production & Surfacing
Highway 3 State Highways & 2 Park Roads
Section prefix 4-8309
Contractor Calkins Crushing Co.
Contract number 3847
Date of contract Jan 22, 1953
Date of completion July 31, 1953
Date work started Feb 3, 1953
Estimated date of completion May 9, 1953
Amount of contract $ 48,950.00
Per cent of time elapsed 57 %
Estimated cost of completed project, exclusive of engineering $ 49,268.00
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date $ 2200.00, 56 %
Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor worked all week producing oiling aggregate the contract Quantities will be completed Friday night. The piles will be measured and the semi-final estimate forwarded to Salem next week.

The contractor plans on working three days next week producing 1~~½~~ 1/2 - 0 material for the Crown Zellerbach Corp. His plant will then be removed from the Quarry site.

NOTED
FORREST COOPER

RECEIVED
MAY 11 1953
OFFICE OF
CONSTRUCTION ENGINEER

Signed D. C. King
Address Astoria, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities		5000	14000		
Estimated quantities moved or placed to date		5000	14000		
Average daily quantities			600		
Average daily quantities necessary to complete project on time			0		
Number shifts per day			1		
Hours per shift			10		
Average force on project for week			12		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....1....

Compressors ...., Bulldozers ....1...., Sheep-foot rollers ...., ... 4 Dump Trucks ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	clear		
Tuesday	clear		
Wednesday	Cloudy		
Thursday	rain		
Friday	cloudy		
Saturday			

STATE PRINTING

File

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FOR FILING

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

4-8309

3847

Astoria, Oregon
April 3, 1953

4-8309
3847 Cont. No.

Calkins Crushing Company
Oceanlake, Oregon

Att: Mr. Loyd Calkins

Dear Sir:

Since my letter to you on April 1 regarding the sale of State rock to private individuals I have investigated the charge quite thoroughly and find the report of your sale of State rock not only to be true but more extensive than I at first thought it to be. I have found at least five individual instances of the delivery of 1"-0" crushed rock rejects from your operation at the Hjortland quarry. The total of these deliveries is in excess of 100 cubic yards. I would like your explanation of this apparent breach of your contract with the Highway Department that it may be made a matter of official record.

Very truly yours,

(sgd) D. C. King

D. C. King
Resident Engineer
Oregon State Highway Department

DCK:jg

cc Mr. J. D. Walker
Mr. H. G. Smith

RECEIVED
MAR 17 1953
FOR FILING

4-5- [illegible]

3847

March 16, 1953

Calkins Crushing Co.
Oceanlake
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3847, which was awarded to you on January 22, 1953 by the State Highway Commission, for rock production and surfacing on the Necanicum Section of three state highways and two state park roads in Clatsop County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JAN [illegible] 1953
FOR FILING

4-8301

3847

January 23, 953

Calkins Crushing Co.
Oceanlake
Oregon

Gentlemen:

The State Highway Commission on January 22, 953 awarded to you State Highway Contract No. 3847 for the Necanicum Rock Production and Surfacing Project on three state highways and two state park roads in Clatsop County. This award was based on your bid of $48,950.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.
cc: H. G. Smith
S. H Probert
W. M. Franswa SIAC

RECEIVED
FOR FILING

11-8 [illegible]

3848

February 4, 1954

Contract No. 3848

Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Attention: Mr. Fred C. Reed

Gentlemen:

State Highway Contract No. 3848, awarded to E. H. Itschner Company for rock production on the Arlington Service Creek Section in Gilliam and Wheeler counties, was completed October 12, 1953, but has not yet been accepted by the Commission. It is anticipated that this contract will be submitted for acceptance at the next Commission meeting, February 24 and 25, 1954.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 2/3

Great American Indemnity Company New York

WELLS-REED INSURANCE • General Agents

412 FAILING BUILDING • ATWATER 7305 • PORTLAND 4, OREGON

February 2, 1954

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Under date of December 21 you advised us that final payment would be made to the contractor, E. H. Itschner, for work performed under Contract No. 3848, Arlington-Service Creek Section of the Columbia River Highway, John Day and Wasco-Heppner Secondary Highway in Gilliam and Wheeler Counties. This final payment was to be released after acceptance by the Commission.

If the acceptance date has now been established, will you please so advise in order that our records may be complete.

Very truly yours,

WELLS-REED INSURANCE

By Fred Reed

FCR:mt

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STATE HIGHWAY [illegible]SION

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OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 8, 1954

11-[illegible]

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3845	8-final	E. H. ITSCHNER CO

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25696	R-83866	$ 2,501.12	Jan. 6, 1954

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: Extended to Nov. 30, 1953 without penalty

Completion Date: Oct. 12, 1953

Date Accepted: May 11, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-19-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By Floyd Query
Assistant Secretary

Warrant Mailed: MAY 19 1954

NOTED ON CARD
5-19-54 gl

RECEIVED
FOR FILING
11-8304

3912

December 21, 1953

Great American Indemnity Company
Wells-Reed Insurance, Agents
412 Failing Building
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3848 for work performed on the Arlington-Service Creek Section of the Columbia River Highway, John Day Highway, and Wasco-Heppner Secondary Highway in Gilliam and Wheeler Counties was completed by the contractor, E. H. Itschner Company, on October 12, 1953, but has not as yet been accepted by the Commission.

Final payment in the amount of $2,501.12 will be released to the contractor after acceptance by the Commission. The total contract amount is $83,370.52, of which amount $84.00 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

NOTED ON CARD

12-21-53

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DEC 10 1953
FOR FILING

7-8314

3.41

December 9, 1953

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to the E. H. Itschner Company on contract No. 3848, covering rock production on the Arlington-Service Creek Section of the Columbia River, John Day, and Wasco-Heppner Highways in Gilliam and Wheeler Counties.

This payment, in the amount of $734.31 will be released to contractor on or after December 19, 1953. The retained percentage is $2,501.12.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

NOTED ON CARD

[illegible]

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FOR FILING

11-[illegible]4

3848

November 17, 1953

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to E. H. Itschner a portion of the funds heretofore retained by the Commission on contract No. 3848, covering the Arlington-Service Creek Section of the Columbia River, John Day and Wasco-Heppner Highways in Gilliam & Wheeler Counties.

This payment, in the amount of $11,541.66, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,478.40. The present payment will be released on or after November 27, 1953.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Great American Indemnity Co.
1 Liberty Street
New York 5, N.Y.

NOTED ON CARD

11-17-53

Form E-1-10M

11-8304

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report #21

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 31, 1953

Section Arlington-Service Creek

Kind of work Rock Production

Highway Col. River, John Day, Wasco-Heppner

Section prefix 11-8304

Contractor E. H. Itschner Co.

Contract number 3848

Date of contract January 22, 1953

Date of completion August 31, 1953

Date work started April 25, 1953

Estimated date of completion October 12, 1953

Amount of contract $ 82,740.49

Per cent of time elapsed 118.9 %

Estimated cost of completed project, exclusive of engineering $ 81,260.47

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 3957.59, 62.2 %

Date project was completed October 12, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished measuring stock piles October 30, 1953.

NOTED
H. G. SMITH

NOTED
FORREST COOPER

RECEIVED
NOV 2 1953
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			39,850		
Estimated quantities moved or placed to date			39,850		
Average daily quantities			425		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....
Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Cloudy		
Saturday	Cloudy		

State Printing

RECEIVED
OCT 16 1953
FOR FILING

October 14, 1953

E. H. Itschner Co.
Molalla
Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from August 31 to November 30, 1953 within which to complete your contract No. 3848, for rock production on the Arlington-Service Creek Section of the Columbia River, John Day and Wasco-Heppner Highways in Gilliam and Wheeler Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: A. F. Parson,
Division Engineer

W. S. Hodge,
Resident Engineer

H. G. Smith,
Construction Engineer

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FOR FILING

11-8304

September 16, 1953

Request for extension of time
No. 7
September 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from E. H. Itschner Company for an extension of time on the Arlington-Service Creek Rock Production project, Contract No. 3848, from August 31, 1953 to November 30, 1953.

The contractor bid several other jobs in addition to this one and because of several breakdowns was unable to complete the previous jobs in time to complete this one on time. However, the material is not needed until the 1954 season and there will, therefore, be no inconvenience or added expense to the State. I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

HGS lg

RECEIVED
FOR FILING

11-2309

3849

March 11, 1953

E. H. Itschner Co.
Molalla
Oregon

Dear Sirs:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on January 22, 1953, as follows:

Contract No. 3848, for rock production on the Arlington-Service Creek Section of the Columbia River, John Day and Wasco-Heppner Highways in Gilliam and Wheeler Counties.

Contract No. 3849, for rock production on the Ochoco Junction-Prairie City Section of the John Day and Beech Creek Highways in Grant County.

Executed copies of the above contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
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FOR FILING
11-[illegible]

January 23, 953

E. H. Itschner Company
P. O. Box 3 6
Molalla, Oregon

Gentlemen:

The State Highway Commission on January 22, 953 awarded to you State Highway Contract No. 3848 for the Arlington-Service Creek Rock Production Project on the Columbia River, John Day, and Wasco-Heppner Highways in Gilliam and Wheeler Counties. This award was based on your bid of $79,177.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa SIAC

RECEIVED
NOV 18 1953
FOR FILING

12-2312

3849

November 17, 1953

Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3849 awarded to E. H. Itschner Company for rock production on the Ochoco Junction-Prairie City Section in Grant County was completed on May 13, 1953, and was accepted by the Highway Commission on June 25, 1953. Final payment was mailed to the contractor on July 1, 1953, the total amount of the contract being $48,626.08.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Great American Indemnity Company New York

WELLS-REED INSURANCE • General Agents

412 FAILING BUILDING · ATWATER 7305 · PORTLAND 4, OREGON

November 16, 1953

Oregon State Highway Commission
Salem, Oregon

RE: Contract No. 3849 - E. H. Itschner Co.

Gentlemen:

Under date of June 10 you advised us that the above numbered contract for rock production on the John Day and Beech Creek Highways in Grant County had been completed on May 13, 1953 but had not yet been accepted by the Commission.

We presume that by now the project has been officially accepted and if so, we would appreciate knowing the acceptance date so that we may terminate our file accordingly.

Very truly yours,

WELLS-REED INSURANCE

By

FCR:mt

RECEIVED
[illegible] 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
12-5312

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 29, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3849	4-final	E. H. ITSCHNER CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12028	R-69830	$ 1,458.78	June 26, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 15, 1953

Time Extensions: None

Completion Date: May 13, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-1-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

7-1-53

Warrant Mailed:

RECEIVED
[illegible] 1953
FOR FILING

June 10, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3849 for rock production on the Ochoco Junction-Prairie City Section of the John Day and Beech Creek Highways in Grant County was completed by the contractor, E. H. Itschner Co., on May 13, 1953 but has not as yet been accepted by the Commission.

Final payment in the amount of $1,458.78 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $48,626.08, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

NOTED ON CARD

RECEIVED
FOR FILING

[illegible]

3849

May 28, 1953

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to E. H. Itschner Co. in connection with contract No. 3849, for rock production on the Ochoco Junction-Prairie City Section of the John Day and Beech Creek Highways in Grant County.

This payment, in the amount of $6,442.29, will be released to the contractor on or after June 8, 1953. The retained percentage is $1,458.78.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

NOTED ON CARD
5-28-53

Form E-1—1024—11-51

12 - 2031 - 11[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 9, 1953

Section Ochoco Junction - Prairie City

Kind of work Rock Production

Highway John Day

Section prefix 12 - 8312

Contractor E. H. Itschner Co.

Contract number ~~[illegible]~~ 3349

Date of contract January 22, 1953

Date of completion 9/15/53, 19

Date work started February 6, 1953

Estimated date of completion May 15, 1953

Amount of contract $47,880

Per cent of time elapsed 43 %

Estimated cost of completed project, exclusive of engineering $48,000

Per cent of contract completed, based on total contract price 94 %

Engineering cost to date $1900, 49.6 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

NOTED
H. G. SMITH

Contractor three days this week.

NOTED
FORREST COOPER

Crew measuring piles one day this week.

NOTED
B. A. MARTIN

RECEIVED
MAY 1[illegible]
CONSTRUCTION ENGINEER

Signed

Address John Day, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			57.2		
Miles partially completed			15		
Miles completed			42.2		
Total estimated quantities			17,100		
Estimated quantities moved or placed to date			16,800		
Average daily quantities			133		
Average daily quantities necessary to complete project on time			3		
Number shifts per day			2		
Hours per shift			8		
Average force on project for week			12		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ..1......, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ......1......

Compressors ...., Bulldozers ......1...., Sheep-foot rollers ...., Dumpsters........, 2 . . . Trucks........ 2. ....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair	8	
Monday	Fair	16	Breakdown
Tuesday	Cloudy	16	"
Wednesday	Rain	8	"
Thursday	Rain	16	"
Friday	Rain		
Saturday	Rain		

State Printing 53382

RECEIVED
FOR FILING

1-23-53

3849

March 11, 1953

E. H. Itschner Co.
Molalla
Oregon

Dear Sirs:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on January 22, 1953, as follows:

Contract No. 3848, for rock production on the Arlington-Service Creek Section of the Columbia River, John Day and Wasco-Heppner Highways in Gilliam and Wheeler Counties.

Contract No. 3849, for rock production on the Ochoco Junction-Prairie City Section of the John Day and Beech Creek Highways in Grant County.

Executed copies of the above contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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JAN [illegible] 1953
FOR FILING

12-8[illegible]

[illegible]

January 23, 953

E. H. Itschner Company
P. O. Box 3 6
Molalla, Oregon

Gentlemen:

The State Highway Commission on January 22, 1953 awarded to you State Highway Contract No. 3849 for the Ochoco Junction-Prairie City Rock Production Project on the John Day and Beech Creek Highways in Grant County. This award was based on your bid of $47,880.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa SIAC

17-[illegible] [illegible]
[illegible]
[illegible] [illegible]

17-[illegible] [illegible] on Secondary [illegible]. [illegible]
[illegible] Project.
[illegible] [illegible].

RECEIVED
JAN 21 1954
FOR FILING

17-8307

385.

January 20, 1954

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Gentlemen:

State Highway Contract No. 3850, awarded to M. C. Lininger and Sons for rock production on the Rogue River Loop Highway in Josephine County, was accepted by the Commission on December 10, 1953, and final payment mailed to the contractor on December 24, 1953. The final contract price is $36,445.29.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

HANSEN & ROWLAND INC.
GENERAL AGENTS
SURETY BONDS · GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

January 19, 1954

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

3850

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Bond No. 58686 - M. C. Lininger & Sons -to- State of Oregon - Rogue River Loop Secondary Highway Rock Production Project.

Gentlemen:

We would at this time appreciate being informed if the work on the above captioned project has as yet been accepted by the Oregon State Highway Department. If said work has been accepted we would appreciate being informed of the final contract price.

Thanking you for your assistance in this matter, we are

Very truly yours

HANSEN & ROWLAND, Inc.
General Agents.

Leonard E. Frank

sf

Leonard E. Frank, Mgr.
Surety Bond Department.

[illegible]

RECEIVED
JAN 20 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 30 1953
FOR FILING

17-8302

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 23, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3850	3-F	M. C. LININGER & SONS	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24790	R-82958	$ 1,093.36	12/23/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: None

Completion Date: Oct. 22, 1953

Date Accepted: Dec. 10, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-24-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

a.g. Wicklander

Detail of Cost

Labor:		
Labor and Supervision	$ 8,573.35	
Labor Insurance	428.67	
		$ 9,002.02
Equipment Rental & Misc. Supplies:		
Equipment Rental (Owned)	$ 9,841.60	
Hired Equipment	42.00	
Gas, Oil and Grease	3,055.72	
Move In and Set Up	2,365.56	
Royalty on Gravel (at $0.08)	1,213.74	
Bond	273.34	
P.L. & P.D. Insurance	75.45	
Home Office and General Overhead	1,093.36	
Small Tools and Misc. Supplies	558.60	
		18,519.37
Total Cost		$27,521.39

Breakdown of Crushing Cost

	Quantity	Unit	Total Cost	Unit Cost
Move In and Set Up	15,171.76	Cu. Yd.	$ 2,732.93	$0.18
Load and Haul to Crusher	"	" "	2,415.43	0.16
Crushing	"	" "	10,550.28	0.69
Cost of Crushed Rock in Bunker				$1.03
Haul to Stockpile (4.5 Mi. Av. Haul)	"	" "	10,419.85	0.69
Stockpile	"	" "	1,402.90	0.09
Cost of Hauling and Stockpiling				$0.78
Total Cost				$1.81

Operating Time:	38 Shifts at 8 Hours	304 Hours
	Down Time	4½ "
Net Operating Time:		299½ Hours
Production:	Gross Operating Time	49.9 Cu. Yd./Hr.
	Net Operating Time	50.7 Cu. Yd./Hr.

Remarks:

This was a "State Project" for the crushing and stockpiling of approximately 11,000 cubic yards of crushed material for future use by state forces in maintenance work on the Rogue River Loop Highway in Josephine County.

The bids were opened and the contract awarded to the low bidder, M. C. Lininger & Sons, Medford, on January 22nd, 1953.

The contractor elected to use a private source of gravel located about 0.3 mile easterly from the Rogue River Loop Highway at M.P. 15.72. The gravel deposit is known locally as the Flanigan Mine Tailings.

The move-in was started on September 10th, 1953, and crushing was started on September 17th. Crushing was completed October 17th, and the site was cleaned up by October 22nd, 1953.

The crushing was done by a 3-crusher, portable crushing plant powered by 3 diesel engines and a 50KW diesel-electric generator set, with conveyors, electric motors, screens and other pertinent equipment as required. Feeding of the tailings material was done by a D-7 cat and dozer. Crushed material was hauled to the stockpiles by three 8 cu. yd. and two 5 cu. yd. trucks. The reject material was hauled to the disposal area by a 5 cu. yd. truck. A NW 3/4 cu. yd. shovel was on standby to feed while the dozer was leveling the reject pile.

In addition to the State project, some 3,300 cu. yd. of 3/4" - 0 material was crushed and stockpiled about one-half mile from the plant site for Josephine County.

The plant operated two shifts per day, a total of 38 shifts or 304 hours. Only 4½ hours of down time was experienced. Average production was 50.7 cu. yd. per hour net operating time.

Good progress, personal supervision and good bid prices resulted in a very good profit.

E. H. Clymer
Chief Cost Analyst

By . . Curtis Baker

Form E-1—1086—11-51

17-8302

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 24th., 1953

Section Rogue River Loop Rock Production

Kind of work Rock Production

Highway Rogue River Loop

Section prefix 17-8302

Contractor M. C. Lininger & Sons

Contract number 3850

Date of contract January 22, 1953, 19

Date of completion October 31, 1953, 19

Date work started September 14, 1953, 19

~~Estimated~~ date of completion October 22, 1953

Amount of contract . . . . $ 34,660.00

Per cent of time elapsed 97.53 %

Estimated cost of completed project, exclusive of engineering . . . . $ 34,660.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 1,051.91, 38 %

Date project was completed October 22nd, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed all work on this project on Thursday of this week.

Party remeasured all stockpiles.

NOTED
FORREST COOPER

RECEIVED
OCT 26 1953
OFFICE OF
CONST

Signed R. L. Chapman

Address P. O. Box 306, Grants Pass, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			11,200		
Estimated quantities moved or placed to date			11,200		
Average daily quantities Past Week			-----		
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			6		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ....1...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
MAR 25 1953
FOR FILING

[illegible]

[illegible]

March 24, 1953

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3850, which was awarded to you on January 22, 1953 by the State Highway Commission, for the Rogue River Loop Highway Rock Production Project in Josephine County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl
encl. 1

ECEIVED
JAN 1953
FOR FILING
[illegible]
[illegible]

January 23, 953

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

The State Highway Commission on January 22, 1953 awarded to you State Highway Contract No. 3850 for the Rogue River Loop Secondary Highway Rock Production Project in Josephine County. This award was based on your bid of $34,160.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa SIAC

UI-323(3) 92nd Ave. Overcrossing 1953

#3851

RECEIVED
FEB 17 1956
FOR FILING

[illegible]

February 16, 1956

Rammocietti & Ratcliffe, Attorneys
Suite 506 - Failing Building
Portland 4, Oregon

Attention: Robert J. Johnston

Gentlemen:

In your letter of January 26 you requested a certified copy of contract and bond No. 3851 with United Builders Inc. in connection with the construction of the Banfield Expressway, between 42nd Avenue and 92nd Avenue in Portland. The affidavit of claim with your letter indicated that United Builders owes R. A. Heintz Construction Company the sum of $463.47.

We now have a letter from Russell W. Sewall, Attorney for United Builders Inc. stating that the contract to which the Heintz claim pertains is contract No. 4053 awarded to Gibbons & Reed Co. We are therefore forwarding a certified copy of contract and bond No. 4053.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:eu
enc:

cc: Fidelity & Deposit Co. of Maryland
Baltimore 3, Maryland

cc: United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

cc: Mr. Robert B. Cummings
902 Failing Building
Portland 4, Oregon

NOTED ON CARD

February 16, 1956

Russell W. Sewall
Attorney at Law
1125-1129 Yeon Building
Portland 4, Oregon

Dear Sir:

We have your letter of February 13th advising us that the claim of R. A. Heintz Construction Company against United Builders, Inc., is not in connection with contract No. 3851, but should be considered against contract No. 4053 awarded to Gibbons & Reed Company for work on the 42nd Avenue and 92nd Avenue section of the Banfield Expressway and on which contract United Builders, Inc., acted as a subcontractor.

The claim referred to was presented to us in the amount of $463.47 for damage to a drag line rented to United Builders by R. A. Heintz Construction Company. We will notify the Continental Casualty Company who furnished the bond to Gibbons & Reed Company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:eu

cc: Fidelity & Deposit Co. of Maryland
Baltimore 3, Maryland

cc: United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

cc: Mr. Robert B. Cummings
902 Failing Building
Portland 4, Oregon

February 15, 1956

Continental Casualty Co.
310 S. Michigan Avenue
Chicago 4, Illinois

Gentlemen:

An affidavit of claim has been received from Ramacciotti and Ratcliffe representing R. A. Heintz Construction Company against United Builders, Inc. The affidavit makes a claim in the sum of $463.47 for damages to a drag line rented to United Builders, Inc., while operating as subcontractors to Gibbons and Reed Company on contract No. 4053 for grading the 42nd Avenue and 92nd Avenue section of the Banfield Expressway in Multnomah County. We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:cu

cc: B. Turnbull
7642 S. E. Flavel St.
Portland 6, Oregon

cc: Gibbons & Reed Co.
825 West 9th North
Salt Lake City, Utah

RUSSELL W. SEWALL
ATTORNEY AT LAW
SUITE 1125-1129 YEON BLDG.

TELEPHONE ATWATER 9603

PORTLAND 4, OREGON.

February 13th, 1956

State Highway Department,
Salem, Oregon.

Attention: Mr. H. G. Glaisyer,
Secretary.

RE Claim of R. A. Heintz Construction Co
vs
United Builders, Inc.

Gentlemen:

Referring to your letter of February 2nd last re the above claim and addressed to Fidelity & Deposit Co. of Md., please be advised that in said letter you refer to the wrong contract.

The drag lima (line) mentioned in the affidavit of claimant was not used on the Contract #3851 for the construction of the 92nd Ave, crossing of the Banfield Expressway, but rather, was used at a later date by United Builders, Inc. on a section of the Expressway westerly of 92nd Ave.

We do not have the number of the contract upon which said drag line was used, but it was a contract let to Gibbons & Reed and they were bonded by Continental Casualty Co. through Dolly & Co., agents, and my client, United Builders, Inc., was a sub thereunder. I believe the Contract was No. 4053 and for the 42nd-92nd Ave. project of the Banfield Expressway.

In any event, Fidelity & Deposit of Md. was definitely not on the job upon which the claim is based.

United Builders, Inc.,

By, ______________
Attorney.

RWS

Copy to Fidelity & Deposit
Failing Bldg. Portland, Ore.

RECEIVED
FEB 14 1956
[illegible]
STATE HIGHWAY COMMISSION

B

RECEIVED
FEB 17 1956
FOR FILING

41-323(1)
3851

C
O
P
Y

February 15, 1956

Mr. Clarence D. Porter
Claims Adjuster
Fidelity and Deposit Company of Maryland
1027 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

I have just received your letter of February 14 concerning a claim of Heintz Construction Company against United Builders, Inc. I note that the claim is against the Gibbons and Reed contract, (Contract No. 4053), rather than Contract No. 3851, which was awarded to United Builders, Inc., for construction of the 92nd Avenue Overcrossing. I have already received a letter from the United Builders, Inc. to that effect, and I am now taking proper measures to correct our records. Needless to say, I am very sorry that the mistake occurred.

Thanks a lot for your letter.

Best personal regards.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

FIDELITY & DEPOSIT COM
OF MARYLAND

PORTLAND CLAIM OFFICE

February 14, 1956

C
O
P
Y

Mr. H. B. Glaisyer, Secy.
Oregon State Highway Commission
Salem, Oregon

Dear Herb:

Re - Bond 5328449 - United Builders, Inc.
Your Letter February 2nd, 1956 - State
Contract 3 51

I investigated the claim asserted by the Heintz Construction Company and found it did not apply to the contract above referred to, but on the contrary the rented equipment was used in connection with a sub-contract which the United Builders, Inc. had with Gibbons & Reed on another project pertaining to the construction of the Banfield Expressway.

Russell W. Sewall, attorney, has written you confirming this statement. We are, therefore, adjusting our file accordingly.

With kind personal regards.

Sincerely,

Clarence D. Porter

CDP:DP

file # 6

RECEIVED
FEB 14 '56
FOR FILING
41-323 (3)
3851

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

FIDELITY AND SURETY BONDS

BURGLARY AND GLASS INSURANCE

E. B. McCAHAN, Jr.
VICE-PRESIDENT AND GENERAL ATTORNEY
J. H. JACKSON
ASSISTANT GENERAL ATTORNEY

CLAIM DEPARTMENT

February 10, 1956

NOTED
H. B. GLAISYER

A I R M A I L

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
State Highway Building
Salem, Oregon

Re: Cl.#2295 Bd.#5328449 United Builders, Inc. - Oregon State Highway Commission

Dear Mr. Glaisyer:

We have received your letter dated February 2 together with copy of the affidavit with respect to the claim of the R. A. Heintz Construction Company against United Builders, Inc. in the sum of $463.47.

Very truly yours,

Geo. D. Nichols
George D. Nichols, Atty.

GDN:mh

RECEIVED
FEB 14 1956
OREGON
STATE HIGHWAY COMMISSION

B

RECEIVED
FEB 6 1956
FOR FILING

UI - 333(3)

3851

Mrs Lewis

February 2, 1956

Fidelity & Deposit Co. of Maryland
Baltimore 3, Maryland

Gentlemen:

An Affidavit of Claim has been received from Rancocciotti & Ratcliffe, representing R. A. Heintz Construction Company, against United Builders, Inc. The affidavit makes a claim for $463.47 for damages to a drag line rented to United Builders, Inc. while operating on Contract No. 3851 for construction of the 92nd Avenue Overcrossing on the Banfield Expressway in Multnomah County.

Your records will probably show that this contract was completed September 15, 1954, was accepted by the State Highway Commission on September 23, 1954, and final payment was made October 28, 1954.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enc.

cc United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

Mr. Robert B. Cummings
902 Failing Building
Portland 4, Oregon

NOTED ON CARD

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Multnomah)

I, R. A. HEINTZ, being first duly sworn depose and say that:

I am President of the R. A. Heintz Construction Co.;

That on the 11th day of January, 1954, this company rented and leased to United Builders Inc., a contractor in connection with the construction of Banfield Highway between 42nd Avenue and 92nd Avenue certain heavy equipment, to-wit, a drag line, which said drag line was to be used and was used in the construction and grading of said highway;

That said contracted provided for payment by the Leasee of any damage caused to any and all equipment included in said contract;

That the drag line rented and leased to said United Builders under said contract was damaged and injured necessitating repairs on same in the sum of $463.47.

R A Heintz

Subscribed and sworn to before me this 26 day of January, 1956.

Notary Public for Oregon
My Commission Expires: 5-30-59.

NOTED ON

RAMACCIOTTI AND RATCLIFFE
ATTORNEYS AT LAW
FAILING BUILDING
PORTLAND 4, OREGON

RECEIVED
FEB 6 1956
FOR FILING

HI-323 (2)

3121

4/1/65 Lewis 8

January 31, 1956

Ramacciotti & Ratcliffe
Suite 506 - Failing Building
Portland 4, Oregon

Attention: Mr. Robert J. Johnston

Gentlemen:

As requested in your letter of January 26 and in accordance with the affidavit attached thereto, we are enclosing a certified copy of Contract and Bond No. 3851, awarded to United Builders, Inc., for construction of an overcrossing at 92nd Avenue on the T. H. Banfield Expressway.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enclosure

RECEIVED
FEB 6 1956
FOR FILING

MI-323 (9)

3851

4/165 Lewis B

January 31, 1956

Ramacciotti & Ratcliffe
Suite 506 - Failing Building
Portland 4, Oregon

Attention: Mr. Robert J. Johnston

Gentlemen:

As requested in your letter of January 26 and in accordance with the affidavit attached thereto, we are enclosing a certified copy of Contract and Bond No. 3851, awarded to United Builders, Inc., for construction of an overcrossing at 92nd Avenue on the T. H. Banfield Expressway.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enclosure

LAW OFFICES OF
RAMACCIOTTI & RATCLIFFE
ATTORNEYS
SUITE 506 - FAILING BUILDING
PORTLAND 4, OREGON
ATWATER 8307

ALBERT L. RAMACCIOTTI
ROBERT E. RATCLIFFE
ROBERT J. JOHNSTON

January ~~12~~ 26, 1956

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: R. A. Heintz Construction Co.
v. United Builders, Inc.
State Highway Contract 3651

Dear Sir:

Pursuant to O. R. S. 279.512 as agents for and on behalf of the client R. A. Heintz Construction Co., please furnish certified copy of contract and bond between United Builders Inc. and the State of Oregon in connection with the construction of highway known as Banfield Super Highway between 42nd Avenue and 92nd Avenue in Portland, Oregon. We enclose herewith Affidavit of R. A. Heintz, executive officer of R. A. Heintz Construction Co., setting forth the relation of the R. A. Heintz Construction Co. with said contract and its performance.

Yours very truly,

RAMACCIOTTI & RATCLIFFE

By Robert J. Johnston
Robert J. Johnston

RJJ:jgp
Enclosure

REFERRED TO
[illegible]
BY SECRETARY

AK prepare [illegible]

[illegible]

RECEIVED

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Multnomah)

I, R. A. HEINTZ, being first duly sworn depose and say that:

I am President of the R. A. Heintz Construction Co.;

That on the 11th day of January, 1954, this company rented and leased to United Builders Inc., a contractor in connection with the construction of Banfield Highway between 42nd Avenue and 92nd Avenue certain heavy equipment, to-wit, a drag line, which said drag line was to be used and was used in the construction and grading of said highway;

That said contracted provided for payment by the Leasee of any damage caused to any and all equipment included in said contract;

That the drag line rented and leased to said United Builders under said contract was damaged and injured necessitating repairs on same in the sum of $463.47.

R A Heintz

Subscribed and sworn to before me this 26 day of January, 1956.

Notary Public for Oregon
My Commission Expires: 9-30-59.

RECEIVED
AUG 9 - 1955
FOR FILING

[illegible]
3851

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1955

SUBJECT:

To:

MEMORANDUM TO THE FILES:

A conference was held in this office today between officials of Gibbons & Reed Company and Highway Department engineers relative to claims of Gibbons & Reed Company on two separate contracts, one being the 42nd Avenue to 92nd Avenue Section and the other the 92nd Avenue to Fairview Section, both on the Banfield Expressway. Representing Gibbons & Reed Company were A. V. Toolson, District Manager, and Superintendent Bowman. Representing the State Highway Department were W. C. Williams, G. S. Paxson, Forrest Cooper, A. G. Skelton, and Resident Engineer M. J. Merrin.

In the matter of the 42nd to 92nd Avenue project their claim was relative to a very material underrun in both long and short overhaul, which drastically affected the distribution of quantities and resulted in a different plan of operation than had been contemplated originally. The entire project underran more than $100,000, of which approximately $30,000 was an underrun on haul quantities. After considerable discussion it was agreed that the entire claim for change in plans, underrun of various quantities, and necessary changes in operations would be allowed in the amount of $15,500 as total settlement. The necessary Price Agreement is being prepared.

On the 92nd Avenue-Fairview Section, Gibbons & Reed had presented a claim in the amount of $65,235.23, alleging such amount to be the cost of delays by reason of noncompletion of various structures under contract to other contractors throughout the length of the project. My opinion, as expressed to the Gibbons & Reed representatives, was that this claim was without basis of foundation and that it should be rejected in its entirety. This was concurred in by Paxson, Cooper, Skelton, and Merrin, with the result that Gibbons & Reed representatives were advised that this claim was rejected in its entirety and that we could see no basis for compromise, in that if any portion of the claim were allowed the entire amount would be open to further discussion. The conference ended with our flat rejection for the consideration of any portion of the $65,235.23 claim.

W. C. Williams

WCW:me
cc Mr. R. H. Baldock
Mr. G. S. Paxson
Mr. Forrest Cooper
Mr. A. G. Skelton

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1955

SUBJECT: Gibbons & Reed claim
Contract No. 3807

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

You recently requested the advice of this office with respect to the claim of Gibbons & Reed under the above contract. I am attaching hereto a copy of a letter from Mr. James B. Daniels, Assistant Attorney, concerning the problem. You will note that Mr. Daniels concludes that Gibbons & Reed Company has no valid basis for a claim against the State with the possible exception of damages resulting from the failure of the State to call for bids for the construction of the Halsey Street Overcrossing. Whether there is any basis for claim for damages occurring as a result of this incident will depend largely upon the factual question of whether or not failure to call for bids at an early date actually delayed Gibbons & Reed Company.

I am returning herewith your file concerning the matter, together with the Office Copy of Contract No. 3807 and the General Files concerning that contract.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert L. May
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk

RECEIVED
JUL 29 1955
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1955

SUBJECT:

To: Mr. Robert L. May, Jr.
Assistant Counsel
Office

Dear Mr. May:

I have in compliance with your request of July 27th made a study of the Gibbons & Reed claim for damages due to States alledgedly causing delay in completion of project and subject to premises hereinafter indicated recommend that this claim for damages be rejected although recognizing that State is responsible for damages arising out of any delay occasioned contractor due to non use of Halsey Street overcrossing.

An analysis of the fact situation as represented indicates that this claim for damages is based upon the contractor's contention that they were forced to shut down for four months from November 1953 to February of 1954 due to noncompletion of 102nd Street reconstruction, Halsey Street reconstruction, 122nd Avenue-Arata Road structures, Cereghino overcrossing and 92nd Street Interchange.

There is no indication in the fact situation that indicates that contractor was delayed or claims to have been delayed by noncompletion of any of the above indicated structures other than Halsey Street overcrossing, the 148th Street overcrossing, Cereghino overcrossing and the noncompletion of Birdsdale Road. For reasons to be hereinafter set forth a discussion of liability in length need not be had for delay arising out of the noncompletion of any of the projects above indicated other than the Halsey Street overcrossing. (See pages 26-27 special provisions).

The structures other than the one indicated were in a state of noncompletion due to no fault of State. The contractors for those structures were not under the control of State. Other than the assessment of penalty for engineering overrun State had no recourse,

under the fact situation. This assessment of penalty was duly made in these instances meriting said action. In instance of all structures excepting the one indicated, i.e., the Halsey Street Overcrossing, the contract was duly let and work could have progressed under normal conditions so as not to cause any impediment to work of claimant. State is not a guarantor of the work progress of contractors building roads or structures for State. This factor is recognised by the general contract provision indicating responsibility for delays to be upon the contractor causing such delay. See Sec. 5-12 General Provisions, Page 10, Gibbons & Reed Contract. State would not be responsible for nonperformance of others without assuming said responsibility. 13 C.J. Contracts Sec. 712, Pg. 639, et seq. No duty on part of insisting upon or supplying a definite use date existed under the present contract as applicable to the structure contracts. Hence State is not responsible for delivering use of structures at any fixed period. One is not responsible for the independent acts of another. 13 C.J. Sec. 63, et seq. Pg 271.

The delay, if any, occasioned solely by the noncompletion of the Halsey Street reconstruction posits another question. The Highway Department indicated a use date of November 30, 1953, upon the Halsey Overcrossing project, whereas in fact the contract for this project was not awarded until December 14, 1953. The original time of completion of the Gibbons & Reed Contract was April 30, 1954.

The contract was entitled to depend upon the use date indicated in the specifications given herein at the time of entering into contract insofar as it was within the State's power to bring this use status into being. The contractor would have no occasion to enter into any agreement or state of affairs involving Multnomah County's moving for a widening of the deck of the overcrossing in question, however well taken the motif might have been for so widening the structure. Responsibility, or knowledge of the delay occasioned would not be imputable to contractor.

Delay caused by the adverse party is a breach of contract by the adverse party rendering him liable in damages. A party who being prevented by the fault of the adverse party from completing the contract in the time stipulated has an action for damages occasioned by the delay. 12 Am. Jur. Sec. 351, Pg 950-960; 12 Am. Jur. Sec. 721, Pg. 647, et seq.

Under contract to furnish stone for a building, including the sawing and dressing required, a contractor was allowed to recover damages for enforced suspensions of, and delays in, the work by the other party arising out of doubts of the desirability of completing the building with stone, and of the site this delay was occasioned by an examination of the foundation of the stone by several commissions. Guerine Stone Co. v. P.J. Corlin Construction Co. 240 U.S. 264. 60 Lawyers Ed. 636.

Where a contractor with the Government completed the job under the contract, reserving the right to claim damages due to long delays occasioned by the Government's failure to perform its part and actions for damages occasioned solely by the delay of the Government was valid. U.S. v. Wyckoff Pipe & Creosoting Co. 271 U.S. 2[illegible]. 70 LE 938.

One who contracts for the performance of labor upon his property to be completed upon a day certain, and obligates himself to furnish the necessary materials and/or prepares the property for the performance of the work is liable to the contractor for the value of any services he performs and for any loss sustained by him if he is delayed beyond the time specified in the performance of the work by the default of the owner. Ind. Northern Traction Co. v. Brennan 174 Ind. 1-87 N.E. 215-30 LRA NS 85.

In this particular instance the fact that contractor was delayed by the failure of State to award the contract for the Halsey Street Overcrossing until December 14, 1953 is far from certain; without exploring the ramifications of whether this was the sole cause of contractor's delay. The contention of the contractor that his machinery was idle during the four months period solely because of not being able to have access and use of this structure is refuted by the fact that it was winter season and that the material was too wet to allow working.

The engineer's weekly report indicates an orderly preparation for the winter close down.

It is also the considered opinion of the engineering department that Gibbons & Reed had access way to all sections of the roadway excepting the main line roadway immediately under the structure during the entire year of 1953; and that save for this short segment, that no delay could have been occasioned.

Based upon the fact that it appears that the winter season would have occasioned a shut down in any event and that Gibbons & Reed were,

should we say, somewhat derelict in their duty of vigorously prosecuting work to the best of their ability under the conditions existing, I would advise that their claim for damages in the sum of $65,235.22 be denied. While there is danger in the State's failure to award the Halsey Street contract in a timely manner, it is doubtful from the fact situation that any portion of the alleged damage can be traced to State's failure to act in awarding the Halsey Street contract.

Yours very truly,

James B Daniels

JAMES B. DANIELS
Assistant Attorney

JBD:br

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26, 1955

SUBJECT: Gibbons & Reed claim
Contract No. 3807

NOTED
W. C. WILLIAMS

To:

Mr. W. C. Williams

Attached hereto is the claim of Gibbons & Reed in the amount of $65,235.23 covering alleged costs of delay by reason of noncompletion of structural projects within the limits of the grading project from 92nd Avenue to Fairview on the Banfield Expressway. Also attached are reports from Mr. Cooper, Mr. A. G. Skelton, Mr. Don and Mr. J. T. Skelton.

Gibbons & Reed allege that they were forced to shut down during the four months from November 1953 to February 1954 solely because of the noncompletion of the structures. There are five structural contracts involved: 102nd Avenue Reconstruction, Halsey Street Reconstruction, 122nd Avenue-Arata Road Structures (122nd Avenue, 148th Avenue, 162nd Avenut, Rockwood Road and Birdsdale Road), Cereghino Overcrossing, and 92nd Avenue Interchange.

Gibbons & Reed make quite a point of the fact that, although their contract gives an expected date of November 30, 1953 for the Halsey Street Reconstruction to be usable, the work was not started until five months after that date. Actually the contract for the Halsey Street project was awarded December 14, 1953 and work started January 4, 1954. The starting of this project was delayed for two reasons: Halsey Street could not be closed to traffic until 102nd Avenue was opened. Traffic was routed over 102nd Avenue on December 31, 1953. The Halsey Street structure was redesigned and widened to a three-lane structure at the request of Multnomah County. Gibbons & Reed had the use of a roadway under the old east approach during the entire year of 1953. Their only delay was in the widening of the main-line roadway immediately under the structure. The old east approach was completely removed by March 8, 1954 and Gibbons & Reed could have made the excavation at any time after that date. They did not start this excavation until May 18, 1954, over two months after the site was available. This delay seriously inconvenienced Young & Smith, the structural contractor.

The Gibbons & Reed contract did not include the backfilling of any of the structures in the 92nd Avenue-Fairview structural contract. They had a passage way around or over these structures at all times. There is no apparent reason why noncompletion of the structures should have delayed their work.

The work on the Cereghino Overcrossing project, under contract to Carl M. Halvorson, Inc., was not far enough along to allow the completion of the backfill by Gibbons & Reed on the expected date of November 30, 1953. The State did make every effort to expedite this work. Halvorson did shut the job down on December 14, 1953 and did not resume work until February 15, 1954. The weather during this time was unfavorable with rain, sleet and ice which Halvorson claimed created too dangerous a condition to allow men to work on the high falsework. Falsework was removed and the site was available for backfilling on April 30, 1954. It became evident in the fall of 1953 that the overcrossing would not be ready for backfilling by November 30, 1953. In order to accommodate Gibbons & Reed as much as possible, the State executed a price agreement with Halvorson under which he moved all of his construction materials and equipment from the east end of the structure so that the embankment could be made up to the footings of the end bents. This cost the State $791.23. The haul-road trestle was in place and Gibbons & Reed had access to all their work except approximately 65 linear feet of embankment at the east end of the structure.

The fifth structural project in this section is the 92nd Avenue Interchange. Contract for this structure was awarded to United Builders, Inc., on January 22, 1953 The contractor was ready to start work on March 3, 1953, but could not do so because Gibbons & Reed had not done the grading at the site although their contract listed that grading as one of the items to be done at an early date to facilitate the structural work. The structural contractor was held up on his job until August 4, 1953.

The records show that, except for the short section of fill at the east end of the Cereghino Overcrossing and the cut through the east approach of the Halsey Street job, no delay was caused to Gibbons & Reed.

The specifications for the Gibbons & Reed contract specifically list November 30, 1953 as the "expected date" when the bridges will be usable. We also wrote the following into the contract: "Noncompletion of the other work within the expected time will not, however, relieve the contractor of his obligation to complete specified under the contract. Neither will such noncompletion entitle him to extra compensation of any kind." This would seem to be ample warning that no guarantee of any kind was given of the completion of the structures by that date. The delays that occurred were not foreseeable by the State when the Gibbons & Reed contract was drawn. We could not anticipate that the County would ask the complete redesign of the Halsey Street job to provide three lanes of traffic, nor could we anticipate the unsatisfactory progress made by Halvorson at Cereghino. We did not approve the shuting down of work and did everything we could to get him to continue work. Under the contract our only course was to assess engineering costs for the overrun in time against him, which we did.

Even had these jobs been "usable" by November 30, 1953. Gibbons & Reed could not have finished their work by April 30, 1954. The statement in their claim that they worked their equipment through the previous winter of 1952-53 is erroneous. In Mr. Don's report he states that, "No grading

was done from the 23rd day of December 1952 until the first week of April 1953." The winter of 1953-54 was a more unfavorable winter than the previous one.

It is unfortunate that the construction schedules on the structures were not met, but even had they been met Gibbons & Reed would have been shut down for a considerable period during the winter because the material was too wet to move. The contract did not guarantee the structural completion dates and specifically warned the contractor that he would not receive extra compensation in case they were not ready. The State did all that it could reasonably do to push the structures along, and the delays could not have been anticipated by the State when Gibbons & Reed were awarded the contract. I can find no legal obligation to allow any part of this claim, nor do the facts indicate that the job could have been completed during the winter of 1953-54 had the structures been ready. I recommend that the claim be denied.

Very truly yours,

G. S. Paxson

GSP:gm
Attach.
cc Mr. Forrest Cooper

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons and Reed
Cereghino Overcrossing of
U. P. Railroad, Contract 3878

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to your request for dates on the Cereghino Overcrossing, Contract No. 3878, Carl M. Halvorson, Inc., contractor, I have the following to report.

Contract No. 3878 was awarded February 26, 1953. The contract had a stipulated date of completion of April 30, 1954.

Work under this contract was not started until June 3, 1953, or slightly over three months after the award. Weather and difficult access conditions were probably the contractor's reason for such a late start. For a 28-week period of active construction through December 14, 1953, an average crew of 24 men were employed. During this period all retaining walls were poured. The north or westbound structure was poured to the top of the roadway curbs, footings were poured, columns were poured above the ground surface, stripped and backfilled on the south or eastbound structure. The falsework wedges were slacked under the beam bottoms of the north structure. Then, presumably due to inclement weather, no further construction activities were carried out until February 15, 1954.

During the period of inactivity, all key personnel were moved to Bandon on the Bullards Ferry Bridge where construction activities were carried on under weather conditions that could not have been more favorable than at Cereghino.

To expedite Gibbons and Reed's work, Price Agreement No. 3 was entered into between the State and Carl M. Halvorson on September 21, 1953, to move stockpiled material from the bridge site to make room for additional embankment material between the east end of the haul road bridge and the east end of the Cereghino Overcrossing. This was at an expense of $791.23 to the State to expedite the grading contractor's work. With

this order it was possible for the grading contractor to make a large part of his fill and to stockpile a large part of the remaining dirt needed.

The last of the deck slab was poured on the south structure on April 23, 1954.

On April 28, 1954, all of the curb on the south structure was poured and half of the handrail on the north structure. On April 30th, the falsework and beam forms had been removed from the three east spans, and this end of the bridge was ready for the grading contractor to place his roadbed embankment. On June 1, all concrete was in place. By July 14, 1954, all work was completed except for removal of the haul road bridge.

July 26 through August 20 was utilized in removing the haul road bridge and cleaning up the site.

Very truly yours,

J. T. Skelton

J. T. Skelton
Bridge Construction Engineer

JTS/dp

FORM E-30 20M 8-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

W. C. WILLIAMS

Salem, Oregon
July 25, 1955

SUBJECT: Gibbons & Reed's Claim
Data on 92nd Avenue Traffic
Interchange
United Builders, Inc., Contractors

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

The 92nd Avenue Interchange was indicated on Gibbons & Reed's contract to be completed November 30, 1953. United Builders, Inc., were awarded their Contract 3851 on January 22, 1953 for this interchange. Steel piling were delivered and they were ready to start work on March 3, 1953. Contract No. 2851 restricted work at Bents No. 2 and 3 for both excavation and driving of piling and excavation for the two retaining walls adjacent to these bents until the grading of the lower roadway was completed by the grading contractor, Gibbons & Reed Co. Due to the difficulty of backfilling around the steel piling at the bridge ends by the grading contractor and plus the fact that Mr. Ladd, Superintendent for Gibbons and Reed, expected to have fills for this structure placed within 14 to 21 days from March 5, 1953 on, work on contract 3851 was held in abeyance. In this regard, I am quoting from my letter to yourself under date of March 10, 1953. A copy of this letter is attached.

On June 16, 1953, "United" moved onto the bridge site, set up a construction shack, beveled pile heads, etc. At this time, however, fills had not been made, and it was necessary for them to discontinue further operations.

On July 29, 1953, United Builders were notified by a letter from myself that construction could be resumed on August 4, 1953. Bridge construction was resumed August 4, 1953.

Mr. A. V. Toolson in his letter to Mr. A. G. Skelton of July 12, 1955, states: " . . . you certainly retain for each of your engineers the power to cause a contractor to prosecute the work as he considers necessary. And your department alone has the power to schedule the various contracts from the invitation for bids to the completion date. . . ". United Builders were able to resume construction on August 4, 1953. Their contract called for all work to be completed by August 31, 1953. How does Mr. Toolson reconcile their delay on the above project? I will admit that with more favorable weather the work could have been made available for United Builders, Inc., in March 1953.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp
Attached

FORM E-90 25M 9-51 93915

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Gibbons & Reed Company Claim
Data pertaining to Halsey Street
Undercrossing Reconstruction,
Contract No. 4066, Young & Smith,
Contractors

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

[illegible]
W. C. WILLIAMS

Dear Sir:

Contract No. 4066 was awarded December 14, 1953. Delay in placing this job under contract was to permit completion of 102nd Avenue Overcrossing reconstruction to the point that closure of Halsey Street would not impose too heavy a burden on traffic flow.

Young & Smith started moving equipment to job site and building field office on January 4, 1954. Actual contract work was started January 26, 1954. On March 8, 1954, the east end of the old Halsey Street Bridge had been completely removed. From this date on, Gibbons and Reed Company could have been excavating for the roadbed section at its Halsey Street intersection. Young & Smith were held back on progressing their work on Unit 2 which related to this area.

Field diaries are not at hand. As a result I called L. R. Allen's office. Don Gallaher reports that the diary reports on Tuesday, May 18, Gibbons & Reed started with a double shift to remove the cut roadbed section through Halsey Street, i.e., two months and ten days after this section was made fully available to them by Young & Smith. Excavation was started by Young & Smith on Pier 4 on June 8, 1954. Footings were poured on Bents 24, 25 and Pier 4 on June 11, 1954. Undoubtedly this delay by Gibbons & Reed caused hardship and financial loss to Young & Smith.

While Gibbons & Reed may not have had access to use of structures at the dates shown on Page 27 of their special provisions, bridge construction did not deny them access through on the highway right of way if not over the structures. Fills could not be completed as soon as they may have expected at Cereghino. They were not a party to the backfilling of the eleven structures built by Parker-Johnson. Delay on 92nd Avenue could only be charged to themselves.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons & Reed
Parker & Johnson Contract 3879

To:
Mr. G. S. Paxson
Asst. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to your request for dates on 122nd-Arata Road Structures, Contract No. 3879, Parker-Johnson, contractor, I have the following to report:

Contract No. 3879 was awarded February 26, 1953. The contract had a stipulated date of completion of July 31, 1954.

162nd Avenue

Highway crossing over 162nd Avenue. Work on Contract 3879 was started on this site on March 2, 1953.

The deck pour of the north highway structure was on April 15, 1953. The deck pour on the south structure was on May 6, 1953. The last concrete pour on either of the two structures was June 11, 1953. Backfilling by the bridge contractor at the bridge ends was completed on July 24, 1953, with full access to use of the structures.

Access was available around these structures at all times by roadways on top of the old cut slopes to the Wilkes Road Connection on 162nd then via Wilkes Road on the new grade.

Birdsdale or 201st Avenue

General roadbed excavation was started on April 2, 1953. The north highway structure deck was poured on July 23, 1953. The north highway structure pours were completed on August 20, 1953. The structure weekly report record does not indicate the date the roadbed embankment backfilling was completed. This information would probably be in the weekly reports rendered by the grading resident engineer, but in all probability the structure was available for use by mid September with a partial fill. The last of the concrete was poured in the handrails of the south structure on January 5, 1954. A road paralleling the shoofly track was used by the grading contractor until sufficient roadbed was in place on the north highway structure to permit the use of that structure.

Rockwood Road - 181st Avenue

The grading contractor detoured to the south around these structures at the prevailing grade of the new highway during their period of construction. The added length of haul probably did not exceed 200 feet and this added length of haul would constitute his only lost time.

During July 1953 the grading installation of the shoofly track was made. The completion of this work was on August 4, 1953. On August 11, 1953, the pours were made for the highway structure footings. On this one crossing, enough width was available to permit construction of both the railroad and highway structure without the lost time occasioned for construction of the second highway structure by waiting for reinstallation of railroad traffic over the railroad structures as was necessary at 148th Avenue and 201st Avenue.

The last pour on the decks of both the south and north highway decks were made on September 29, 1953. The deck for the railroad structure was poured on October 1, 1953. The final concrete pour was made for the structures on Rockwood Road (181st Avenue) on November 30, 1953. Train traffic was routed over Rockwood Road railroad structure on December 28, 1953. The weekly reports indicate backfilling of highway structures on February 9th. Examination of the grading department weekly reports would have to be made to determine if any backfilling occurred following this date.

148th Avenue

Structural weekly reports do not give a resume' of the grading work on general excavation. These will have to be obtained from the grading records.

Following construction of the railroad shoofly, the width of roadway on the highway section was somewhat limited in width to the grading contractor. It is not in my recollection that he was ever unable to go through or around the structural work.

On August 31, 1953, it was indicated that the rough excavation was completed for the south highway structure wing walls.

On October 16, 1953, the concrete footings for the 21'6" wing wall footings and the abutment footings for the south highway structure were poured.

From the weekly report record, 148th Avenue, the shoofly was placed in use about January 1st. First evidence of excavation for railroad structure, however, was on February 4, 1954.

On November 12, 1953, the deck was poured in the south highway structure.

The last of the concrete was poured on the south highway structure on February 9, 1954. The first concrete for the railroad structure was poured for the abutment footings on February 15, 1954. The deck of the railroad structure was poured on March 3, 1954. The last of the concrete was poured on the railroad underpass on March 25, 1954.

On April 23, 1954, the Union Pacific was replacing track over the railroad structure. On April 28, 1954, the contractor was excavating for the north highway structure with the south highway structure and the railroad structure apparently in use. On May 20, 1954, the deck was poured on the north highway structure. On June 4, 1954, the last of the concrete was poured at 148th Avenue. The placing of membrane waterproofing to receive backfill was completed on the north highway structure on June 11, 1954. On June 24th and 25th, 1954, the north highway structure was backfilled.

The work under Contract 3379 was reported completed on October 19, 1954.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp

FORM 230—50M—10-54—79686

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 12th, 1955

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer

NOTED
W. C. WILLIAMS

Gibbons and Reed have made a claim against the Highway Commission on Contract #3807, 92nd Avenue-Fairview, Banfield Expressway, in an amount of $65,235.23 based on alleged delays by other contractors who are constructing structures on the same section. I am attaching copies of correspondence from A. V. Toolson, District Manager, Gibbons and Reed, which delineates the claim, and letters of James Don, Resident Engineer, and A. G. Skelton, Division Engineer, which I believe pretty well cover the situation.

The claim finally boils down to a charge for equipment rentals during their shutdown period, most of which was caused by weather conditions and part of which might be attributed to the delays by other contractors working on the job. They also have some more or less unexplained labor charges listed on the last page of Mr. Toolson's letter.

It is my recommendation that we deny the claim entirely and make no effort to negotiate a settlement on a partial or any other basis as the complications of such a maneuver would open the door for countless claims of a like nature from other contractors. It is my belief that the contract adequately covers the situation even though the delays were somewhat extended. I would like to discuss this matter with you after you have familiarized yourself with it.

I might add in passing that Mr. Toolson's letter again brings up a matter which has consistently plagued us and, I believe, should receive further study. I quote from Toolson's letter: "You certainly retain for each of your engineers the power to cause a contractor to prosecute the work as he considers necessary."

Unfortunately Mr. Toolson is in error. I know of no way that the Department can speed up contractors' operations other than request

them to do certain things or follow certain time schedules. Certain contractors are cooperative and cause little trouble. Others drag their feet beyond all reason and often get us into embarrassing situations such as the one discussed in this letter.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:AR
Enc. 3

RECEIVED
JUL 1[illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 2-90X—37,000—2-55—02967

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 11th, 1955

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn: Forrest Cooper

Dear Sir:

I am forwarding herewith letter dated June 15, 1955 from A. V. Toolson, District Manager for Gibbons and Reed. This letter sets up a claim in the amount of $65,335.23 for additional expense due to delay of the completion of their contract No. 3807 for grading the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, caused by the failure of other contractors on this section to prosecute and complete their work in a reasonable manner. I am also enclosing a report dated June 28, 1955 from James Don, resident engineer on this project. Don's report covers the general factors affecting this project, such as weather conditions, the progress of work on other contracts in the section, and a record of actual work under way by Gibbons and Reed during the period from November 1, 1953 to the end of February in 1954.

You will note from Don's report that work on the Ceregahino Overcrossing was completely shut down on December 11, 1953, and that work was not resumed on this structure until February 15, 1954. The structure was completed and ready for backfilling on April 30, 1954. On the 148th Avenue structures, the grading contractor had access across 148th throughout the time these structures were under construction, and it is not believed that he suffered any material inconvenience from delay in the completion of the structure. The Halsey Street Undercrossing reconstruction was not completed until late in October 1954, however the grading contractor had access through this section several months before the final completion. He was inconvenienced by not having access to this project until late in 1954. Page 27 of the special provisions for this project gives the following expected dates by which bridges will be usable: Halsey Street Overcorssing Revision, November 30, 1953; Ceregahino Overcrossing, November 30, 1953; 148th Avenue and Rockwood Road grade separations, November 30, 1953. The special provisions on page 27 also state "non-completion of the other work within the expected time will not, however, relieve the contractor of his obligations to entirely complete all work specified to be done under the contract. Neither will such noncompletion entitle him to extra compensation of any kind."

Gibbons and Reed were awarded contract No. 4053 for grading and other work on the 42nd Avenue-92nd Avenue Section of the T. H. Banfield Expressway on December 11, 1953. However, clearing work on this project was started on November 12, 1953, and two dozers were in use on that date. Grading on this project actually started February 4, 1954, and the remainder of Gibbons and Reed's equipment was moved to this job on February 8th. You will note from Don's report that weather conditions from November to February were not favorable for work on the 92nd Avenue-Fairview Section, and it is very doubtful that any material amount of work could have been done if the entire highway had been open to their use. You will note also that in 1952-53 no grading was done from the 23rd day of December 1952 until the first week in April 1953. The winter before that Gibbons and Reed did work throughout the winter on the Shell Rock cut and fill on the Gorton Creek-Warren Section of the Columbia River Highway. Our experience on the section even after work was resumed in March was not too satisfactory, as it was necessary to waste material because it was too wet. We also had difficulty with construction equipment pumping wet subgrade, making it necessary to remove this wet material and replace it with selected dryer material.

Gibbons and Reed were delayed somewhat by the structural contractors in the same section. This should have been anticipated, and was covered in our special provisions for this project. The Gereshino Overcrossing was unduly delayed, the contractor moving his entire crew off the job for some two months during January and February, and also running over his completion date on this project. The Halsey Street structure also delayed the contractor's operations in the vicinity of Halsey Street. The fact that the contractor was the successful bidder on the 42nd Avenue-92nd Avenue project did help materially in keeping his equipment busy, particularly after February 1954. It would be difficult to arrive as to just what loss was suffered by not having complete access to the job, but normally the period from late November to about the first of March is so wet that grading operations are suspended by all contractors in this general area, unless the work is almost entirely in rock. In view of our special provisions on this job, and of the weather during the period of the claim, I would recommend disapproval.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl James Don
cc:

FORM-E-30 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 28, 1955

SUBJECT:

[illegible]
W. C. WILLIAMS

To: Mr. A. G. Skelton
Division Engineer
Office

Dear Sir:

The following is a report of claim placed by Gibbons & Reed Construction Company against Contract 3807 for the 92nd to Fairview Section, prefix 26-1015.

This claim is based on dead rental of equipment caused by alleged delays from other contractors, which include the Cereghino Overcrossing under contract to Carl F. Halverson, the 148th Avenue Structures under contract to Parker-Johnson Company and the Halsey Street Undercrossing Reconstruction under contract to Young and Smith Construction Company. This claim also includes the 42nd to 92nd Street project during this period because some of the equipment that is claimed as idle, was working on this project.

A report on the structures mentioned in Gibbons & Reed's claim are as follows:

The Cereghino Overcrossing was shut down December 11, 1953 and work again resumed February 15, 1954, with completion of structure ready for backfilling April 30, 1954 and with the completion of the haul bridge removal on August 6, 1954.

The RR Structure at 148th Street was started February 3, 1954 and backfilling of this bridge was completed April 6, 1954, with trains again going over this main line April 27, 1954. Excavation for the south highway structure at 148th Street was started September 9, 1953 and bridge was completed February 9, 1954. Work on the north highway structure at 148th Street was started April 1, 1954 and completed June 28, 1954.

The Halsey Street Undercrossing Reconstruction was awarded to Young & Smith Construction Company, December 14, 1953 with work starting by removal of handrail on old structure, January 26, 1954 and contractor placing final paint on steel section, October 28, 1954.

RECEIVED
[illegible] 1955
OFFICE OF
CONSTRUCTION ENGINEER

Mr. A. G. Skelton
Division Engineer

Claim against Contract 3807
Page two -

On October 1, 1953, the contractor broke from a double shift to a single shift, as is stated in the claim, but did not shut down on this section with his grading equipment until November 5, 1953, then retained one blade on this section, preparing the select topping to and including November 13, 1953, at which time, they were completely off this project until March 3, 1954 and in April 1954, the materials from T. Line was wasted because of being too wet. During the period from November 12, 1953 to March 1, 1954, there was work being done on the 42nd Avenue to 92nd Avenue, Contract No. 4053, under contract with Gibbons & Reed, by some of all types of equipment mentioned in the claim.

November 12, 1953 records show that two dozers were working on the 42nd Avenue to 92nd Avenue section, on February 4, 1954, three DW 20s were moved to the above mentioned section and on February 8, 1954, the remainder of the equipment was moved to the other project.

A monthly comparison of the precipitation as measured at Portland International Airport is as follows:

November		December		January		February	
1952	1953	1952	1953	1953	1954	1953	1954
1.44 in.	6.46 in.	6.76 in.	7.85 in.	12.83 in.	8.95 in.	3.71 in.	4.57 in.

The only one of the months in question in which the rainfall was exceeded by the rainfall of the same month of the previous year was January 1954, which had 8.95 inches and the previous January had a rainfall of 12.83 inches. A difference of 3.88 inches. According to our records, there was no grading done in January of 1953 on the 92nd Avenue-Fairview Project. No grading was done from the 23rd day of December 1952 until the first week of April 1953. This would seem to refute Gibbons & Reed Company claim of having worked all through the winter of 1952-53.

Due to the fact there was so much rain during these months, with no drying periods in between, it would be impossible to work this equipment on the job.

Very truly yours,

James Don

James Don
Resident Engineer

JD:bb

NEW ADDRESS
825 West 9th North
P. O. BOX 1111
Salt Lake City 13, Utah

GIBBONS & REED CO.
CONTRACTORS
[redacted]

ADDRESS REPLY TO
P. O. Box 4989
Portland 13, Oregon

June 15, 1955

RECEIVED
OFFICE OF
DIVISION ENGINEER

Mr. A. G. Skelton, Division Engineer
Oregon State Highway Department
P. O. Box 4699
Portland 2, Oregon

Reference:
Contract No. 3807
T. H. Banfield Expressway
Fairview-92nd Ave. Section

Dear Sir;

In our letter dated to you on January 9, 1954, we advised you that the delay in the completion of the Ceregino Overcrossing structures would cause us added expense over and above anything we were led to anticipate when we bid the job and entered into the contract. That letter further advised you that we were going to expect the Oregon State Highway Department to participate in this added cost.

On april 29, 1954, we requested an extension of time for the completion of work under the contract. Our reasons for the need for additional time, given in the request, included the delay in in completion of the Ceregino Overcrossing structures, the fact that work on the Halsey Street Overcrossing Revision had not been started by the date we were led to believe it would be complete, and the further fact that work on one of the Grade Seperation structures at 148th. Avenue was even then not started, five months after we were told to expect that all structures would be usable.

On June 25, 1954, we wrote to your Resident Engineer for the job, repeating parts of the above mentioned letters, and reaffirming our position that had the structures on the project been completed as scheduled we would have completed our contract on schedule.

To date we have received no reply nor recognition of any one of these three communications. We assume that you would have let us know had you disagreed with our reasoning or our conclusions expressed in the communications.

The Special Provisions for our contract listed the dates on which we could expect the various structures to be usable. In August, 1952, we prepared our bid for the grading or the project. At that time the completion date for all of the permanent structures was well over a year in the future. We could only assume, and we did assume as a basis on which to prepare our bid for the grading, that the structures would be put under contract early enough to permit them to be built by the date listed in our Special Provisions. The Standard Specifications for Highway Bridge Construction substantiates another assumption we made in arriving at a basis for bidding purposes. We assumed that, once you had let the contracts for the various structures, you would require that the contractors prosecute the work continuously, at a rate sufficient to complete the workby the date given in our Special Provisions.

The Special Provisions covering our work state that non-completion of the other work will not intitle us to extra compensation of any kind. We believe that this statement can be invoked to cover the delays encountered by the structure contractors due to unsuitable weather or such other conditions as are unfavorable for the prosecution of the work. We cannot believe that the statement can be made to cover a years delay in the placing of one structure under contract. Nor can it be made to cover a total cessation of work for a period of several months of good construction weather on the largest structures involved. Nor can it be made to cover such a delay as a bridge not being started until more than five months after we were led to believe it would be usable. These delays, by their very nature, were beyond our forseeing in August of 1952 and were beyond our control at all times.

At the same time we believe that these delays were forseeable by your department and were your responsibility to alleviate . You certainly retain for each of your engineers the power to cause a contractor prosecute the work as he considers necessary. And your department alone has the power to schedule the various contracts from the invitation for bids to the completion date.

All work under our contract was complete last fall. We have put off writing this letter until we knew our final pay quantities. With these quantities now being furnished us we are in position to assess the added costs incurred by us due to delays in the completion of the work under the contract. As stated in our letter of January 9, 1954, these are the costs which we expect you to assume.

The first of October 1953, we were running out of place to work and cut our equipment back to one shift. The first of November of that year we were out of a place to work and of necessity shut down,. The previous winter we worked this same grading equipment all winter, through weather that produced thirty seven inches of rain in thirty seven days, and had no lost time.The winter of 1953-1954 should have seen the job so developed that the gravel and commom materials could have been worked all winter. We sat out some beautiful construction weather that winter.

We were down November and December of 1953, and January and February of 1954. The first of March of 1954 we started work again on a single shift. Not until May were enough structures out of our way to justify a double shift operation.

The first of these added costs is the Depreciation; interest on Investment; Storage, Incidentals and Equipment Overhead, Insurance; and Taxes on our capital investment in the equipment parked during these four months.

For the three D-8 tractors, new in 1947, these costs are $210.54 per month each.

For the two TD 24 tractors and the two HD 19 tractors, new in 1950, these costs are $768.97 per month each.

For the two D-8 tractors, new in 1952 and 1953, these costs are $594.48 per month each.

For the five DW 20's, new in 1952, these costs are $1,653.19 each.

For the three 80 scrapers, new in 1947, these costs are $206.04 per month each.

For the two No. 12 patrols, new in 1949 and 1951, these costs are $407.07 per month each.

The monthly cost to us of this equipment while idle is, therefore $14,594.67. For the four months period the total is $58,378.68.

This shutdown cost us our fixed overhead for the four month period. The equipment overhead is included in the figure given above. However, our job overhead continued while we stood by waiting for a chance to resume work. The part of this overhead which can only be charged here is this:

	Payroll	Invoices	
Superintendent	$ 2,160.00	$ 497.12	
Engineering	1,406.70	156.59	
Office	1,804.00	488.42	
	$ 5,370.70	$ 1,142.13	$ 6,512.83
6.4% Payroll taxes and insurance			343.72
			$ 6,856.55

The sum of the items involved, the equipment costs of $58,378.68, and the overhead costs of $6,856.55, total $65,235.23. We believe this sum to be a just and equitable adjustment, entirely in line with the extent of the delays encountered by us on this job.

Very trly yours,

GIBBONS & REED CO.

A. V. Toolson
District Manager

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE
6355 N.E. Halsey St., Portland 13, Ore.
March 10, 1953

26-1024
SUBJECT: 92nd Ave. O'xing
Construction delay

To:

Mr. G. S. Paxson
Bridge Engineer, O.S.H.C.,
Salem, Oregon.

Attention: Mr. P.M. Stepherson

Dear Sir:

Mr. P. M. Stephenson called to-day, stating that conversations with Mr. F. T. Young yesterday indicated that the site of the 92nd Ave. O'pass should not be available to United Builders, Inc. for a period of a week or ten days. During this intervening period Gibbons & Reed, grading contractors, will bring up the highway grade at the bridge ends excepting the corner fills that would interfere with the construction of wing walls #1 and #2. During this period they will also bring the lower roadway to grade. This proceadure should permit United Builders at that time to carry on an uninterupted construction schedule.

Mr. Taggert of United Builders was then called to relay this information. Mr. Taggert, however, stated that he had conferred with Gibbons & Reed this past week. He had been assured by them, Friday March 6th, that they, United Builders, could carry on their pile driver work due to Gibbons & Reed's expected inability to get on the site in the near future. Mr. Taggert further informed me that arrangements had been made with their material supplier to deliver the creosoted piling to the bridge site at 9:30 A.M., to-day, March 10th. He also had arrangements under way for a crane to arrive at the bridge site to drive piling tomorrow, March 11th.

Upon further discussion of these facts with Mr. Barbee and Mr. Young, Mr. Taggert was called and requested to hold his operations until further notice. This notice to be given as soon as the site is available for his construction purposes.

Yours very truly,

NOTED
STEPHENSON

J. T. Skelton
J.T. Skelton, Res. Br. Engr.

RECEIVED
MAR 11 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

c.c. Mr. A. G. Skelton
United Builders, Inc.
Mr. F. T. Young
Mr. D. J. Barbee

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 26, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3851	11-final	United Builders, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22090	R-107245	$ 2,371.29	10/26/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1953

Time Extensions: to Sep. 15, 1954 without penalty

Completion Date: Sep. 15, 1954

Date Accepted: Sep. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-27-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

10-28-54 gl

Warrant Mailed: OCT 28

RECEIVED
OCT 19 1954
FOR FILING

41-5-1

October 18, 1954

Fidelity & Deposit Company of Maryland
Clarence D. Porter, Manager
900 Failing Bldg.
Portland 4, Oregon

Dear Sir:

State Highway Contract No. 3851 for construction of 92nd Avenue Overcrossing on the T. H. Banfield Expressway in Multnomah County was completed by the contractor, United Builders, Inc., on September 15 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $2,371.29 will be released to the contractor on or after October 28, 1954. The total contract amount is $67,338.44, of which amount $496.12 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fidelity & Deposit Co.of Maryland
Baltimore 3
Maryland

NOTED ON CARD
10-18-54 gl

RECEIVED
OCT 8 - 1954
FOR FILING

October 8, 1954

United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 23 had under discussion your request for an extension of time, from July 31 to September 15, 1954, within which to complete your contract No. 3551 for constructing 92nd Avenue Overcrossing on the T.H. Banfield Expressway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

L. P. Allen,
Resident Engineer

G. S. Paxson,
Assistant State Highway Engineer

RECEIVED
SEP 22 1954
FOR FILING

September 16, 1954

Request for extension of time
No. 13
September 23 and 24 meeting.

Oregon State Highway Commission

Gentlemen:

Re: 92nd Avenue Overcrossing
Contract No. 3[illegible]51

United Builders, Inc., contractor on the 92nd Avenue Overcrossing of the T. H. Banfield Expressway in Multnomah County, has requested a third extension of time from July 31, 1954, to September 15, 1954, in which to complete this contract.

All work with the exception of placing the concrete-block slope protection and the drainage pipes down the slopes was completed within the limit of the first time extension. The remaining work could not be started until the grading contractor had completed placing the approach embankments.

As the contractor was not responsible for this delay, it is recommended that this extension be granted without penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

FMS/ds

Attached

RECEIVED
MAY 18 1954
FOR FILING

11-[illegible](2)

3751

May 17, 1954

United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on May 11, 1954, had under discussion your request for an extension of time from April 1 to July 31, 1954 within which to complete your contract No. 3[illegible]1, for construction of the 92nd Avenue Overcrossing on the S. W. Banfield Expressway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

[illegible] Flaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Lloyd [illegible]uery, Assistant Secretary

gl

cc: [illegible] Skelton,
Division Engineer

[illegible] Allen,
Resident Engineer

[illegible]xson,
Assistant State Highway Engineer

NOTED ON CARD
5-17-54

RECEIVED
APR 22 1954
FOR FILING

April 21, 1954

Request for extension of time
No. 5
May 11 and 12 meeting.

Oregon State Highway Commission

Gentlemen:

Re: 92nd Avenue Overcrossing
Contract No. 3051

United Builders, Inc., contractors for the construction of the 92nd Avenue Overcrossing of the T. H. Banfield Expressway, have requested a second extension of time from April 1, 1954, to July 31, 1954, in which to complete their contract.

All work has been completed on this contract for approximately three months with the exception of placing the concrete block slope protection and the drain pipes from the catch basins. This work cannot be done until the approach fills are in place. The contractor on the approach fills expects to have this embankment in place by the end of May 1954.

As this delay is not the responsibility of the bridge contractors, it is recommended that the extension be granted without penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this extension.

Very truly yours,

R. H. Baldock
State Highway Engineer

FMS/ds

Attached

RECEIVED
FEB 19 1954
FOR FILING

[illegible]

3851

February 18, 1954

Fidelity & Deposit Company of Maryland
Baltimore 3
Maryland

Gentlemen:

It is the intention of the State Highway Commission to release to United Builders, Inc. a portion of the funds heretofore retained by the Commission on contract No. 3851, covering the 92nd Avenue Overcrossing on the T. H. Banfield Expressway in Multnomah County.

This payment in the amount of $3,650.05 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,880.43. The present payment will be released to the contractor on or after March 1, 1954.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fidelity & Deposit Co. of Maryland
Oregon Branch Office
Clarence D. Porter, Mgr.
902 Failing Bldg.
Portland 4, Oregon

NOTED ON CARD
2-18-54

RECEIVED
OCT 16 1953
FOR FILING

41-38[illegible]

3851

October 14, 1953

United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from August 31, 1953 to and including June 1, 1954 within which to complete your contract No. 3851, covering the 92nd Overcrossing on the T. H. Banfield Expressway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request to April 1, 1954 without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: A. O. Skelton,
Division Engineer

J. T. Skelton,
Resident Engineer

G. S. Paxson,
Bridge Engineer

RECEIVED
[illegible] 1953
FOR FILING
111-323(2)
[illegible]

August 26, 1953

Oregon State Highway Commission

Request for extension of time
No. 2
September 24 and 25 meeting.

Gentlemen:

Re: 92nd Avenue Overcrossing
on the Banfield Expressway
in Multnomah County
Contract 3-51

United Builders, Inc., contractor for the construction of the 92nd Avenue Overcrossing on the T. H. Banfield Expressway in Multnomah County, requests an extension of time to and including June 1, 1954, for the completion of the work on this project. The contract completion date was August 31, 1953.

In our contract for this project we specified that the contractor should not drive the piling or do excavation for the intermediate bents until the highway embankment was placed by the grading contractor. It was anticipated that this embankment would have been placed last fall. The embankment, however, was not completed until this spring, and with a late start on the structure it is very probable that it cannot be completed during the current construction season. It should not, however, take until June 1 to complete the work.

I am therefore recommending that the extension be granted to April 1, 1954, without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
GSP:gm

RECEIVED
FOR FILING

[illegible]

[illegible]

February 13, 1953

United Builders, Inc.
P. O. Box 211
Beaverton, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3851, which was awarded to you on January 22, 1953 by the State Highway Commission, for construction of 92nd Avenue Overcrossing on the T. H. Banfield Expressway in Multnomah County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
1953
FOR FILING

January 23, 1953

United Builders, Inc.
P. O. Box 2
Beaverton, Oregon

Gentlemen:

The State Highway Commission on January 22, 1953 awarded to you State Highway Contract No. 385 for construction of a reinforced concrete viaduct over connection to Multnomah Street on the T. H. Banfield Expressway in Multnomah County. This award was based on your bid of $67,393.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa SIAC
G. S. Paxson

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

UI-323(3)

3851

January 22, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 3851 for Oregon Project No. UI-323(3), 92nd Ave. Overcrossing on the 92nd Ave.-122nd Ave. Section of the T. H. Banfield Expressway, to United Builders, Inc. of Beaverton, Oregon, low bidders in the amount of $67,393.00 at the January 22, 1953 bid opening.

Very truly yours,

C. G. POLK
District Engineer

By

A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED
[illegible]
COMMISSION

BFI-35(7) Lyle Ferry Rd. U'Xing Sec., 1953
Columbia River Hwy.
#3852

DF1-

OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 27, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3852-	5-final	JOHNSTON & BRYANT	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16412	R-75067	$ 5,660.86	8/26/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

W. A. Wicklander
ACCOUNTING DIVISION

Specified completion Date: June 30, 1953

Time Extensions: None

Completion Date: June 29, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-27, 1953

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

AUG 28 1953
ACCOUNTING DIVISION

Warrant Mailed: AUG [illegible]
a.a. Wicklander

NOTED ON CARD
8-28-53-gl

RECEIVED
AUG [illegible] 1953
FOR FILING

BFI- [illegible] (4)

3 [illegible]

August 11, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3852 covering the Lyle Ferry Road Undercrossing on the Columbia River Highway in Wasco County was completed by the contractor, Johnson & Bryant, on June 29, 1953 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $5,660.86 will be released to the contractor on or after August 21, 1953. The total contract amount is $23,425.98, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc

NOTED ON CARD

8-11-53

RECEIVED
MAR 17 1953
FOR FILING

BF1-35(1)

March 16, 1953

Johnson & Bryant
803 East 6th St.
Newberg, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3852, which was awarded to you on January 22, 1953 by the State Highway Commission, for the construction of Lyle Ferry Road Undercrossing on the Columbia River Highway in Wasco County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

FOR FILING

D. J. OF C. 33456

Notice of the Furnishing of Materials

Oregon State Highway Commission

Salem, Oregon

This is to advise you that the undersigned has commenced to deliver material and supplies upon the order of Johnston & Bryant, 803 E. 6th St., Newberg, Ore. for use on, and to be used in the construction, alteration and repair of the structure now occupying or being erected upon certain premises in the County of XXX Wasco State of Oregon, described as follows:

Lot (FR 2183) Block

Addition Lyle Ferry Road Undercrossing, near Mosier, Ore.

of which the undersigned is informed you are the owner or reputed owner, and that a lien may be claimed for all material and supplies furnished by the undersigned for use thereon.

Soule' Steel Company

By W T Brownridge Agent
W. T. Brownridge

Dated at Portland, Oregon, on the 26th day of February, 1953

Section 67-101, O.C.L.A., which reads in part as follows, requires:

"• • • every person, firm or corporation furnishing material or supplies of any kind to be used in the construction, alteration or repair, either in whole or in part, of any building, • • • shall, not later than seven days after the date of the first delivery to any contractor or agent of such material or supplies for which a lien may be claimed, deliver in person and evidence said delivery by receipt thereof or mail by registered letter to the owner or reputed owner of the property on, upon or about which said material or supplies are to be used, a notice in writing stating in substance and effect that such person, firm or corporation has commenced to deliver material and supplies for use thereon, with the name of the contractor or agent or other person ordering the same, and that a lien may be claimed for all material and supplies furnished by such person, firm or corporation for use thereon, and no further notice to the owner shall be necessary."

This Is Not a Lien **But is a notice given in accordance with the above quoted law and is protective to the owner of the property, the building material dealer and the contractor.**

~~For further information see Building Material Dealers' Credit Association, 220 Henry Building, or call AT 1351.~~

RECEIVED
JAN 6 1953
FOR FILING

BF-35(1)

3852

January 23, 1953

Johnston & Bryant
803 E. 6th Street
Newberg, Oregon

Gentlemen:

The State Highway Commission on January 22, 1953 awarded to you State Highway Contract No. 3852 for construction of a reinforced concrete viaduct on the Lyle Ferry Road over the Columbia River Highway in Wasco County. This award was based on your bid of $23,865.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa SIAC
G. S. Paxson

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-35(7)

January 22, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 3852 for Oregon Project No. BFI-35(7), Lyle Ferry Road Undercrossing on the Shogren-Rowena Unit of the Columbia River Highway, to Johnston and Bryant of Newberg, Oregon, low bidder in the amount of $23,865.00 at the January 22, 1953 bid opening.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Const EF1-3 (1)
Fed aid
Prog, Prog 35-[illegible]

B71-35(7)
Lyle Ferry Underxing

January 7, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-35(7), Shogren-Rowena Unit, Mosier-The Dalles Section of the Columbia River Highway (Lyle Ferry Road Undercrossing) have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

FI-303(9) Boones Ferry Rd.-Willamette R. 1953
Unit, Barbur Blvd.-White School
#3853 Sec., W. Portland-Hubbard Hwy.

Mr. W[illegible]

FI-303 (9)

#33

August 23, 1956

FINAL COST ANALYSIS

Boones Ferry Rd.-Willamette River
Contract #3853

Rock Base and Pavement
Rogers Const. Co., Contractor
Lowell Johnston, Resident Engineer

West Portland-Hubbard Highway
Prefix: 34-1070
Project No. F.I. 303 (9)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*1. Struc. Excav. Unclass.	258.71	Cu.Yd.	$ 3.00	$ 3.00	$ 776.13	$ 776.13
*2. Conc. Catch Basins	30	Each	70.00	60.00	1,800.00	2,100.00
*3. 8" Metal Drain Pipe, Coated	1,039	Lin.Ft.	2.25	2.00	2,078.00	2,337.75
*4. Concrete Curbs	289.43	Cu.Yd.	45.00	45.00	13,024.35	13,024.35
*6. Concrete Surfacing	777.95	Sq.Yd.	3.75	3.60	2,800.62	2,917.31
*7. 1¼" Electric Conduit	2,000	Lin.Ft.	1.25	1.25	2,500.00	2,500.00
8. 2½"-0 Material in Base	67,222	Cu.Yd.	1.40	1.20	80,666.40	94,110.80
9. 3/4"-0 Material in Base and Shoulders	42,284	Cu.Yd.	1.60	1.20	50,740.80	67,654.40
10. Sprinkling	1,259.6	M/gal.	1.50	1.40	1,763.44	1,889.40
**11. 3/4"-0 Mat'l in Binder Course	3,623	Cu.Yd.	2.50	2.48	8,985.04	9,057.50
**12. RC-3 Asph. in Binder Course	568.87	Ton	36.00	33.12	18,840.97	20.479.32
**13. Class "B" Asph. Concrete	55,655.44	Ton	5.05	4.72	262,693.68	281,059.97
**16. Asph. Concrete Traffic Markers	246	Lin.Ft.	1.00	1.00	246.00	246.00
S.P. Screen Rejects on Road	24,744	Cu.Yd.	.25	.25	6,186.00	6,186.00
S.P. Screen Rejects in S.P.	6,200.7	Cu.Yd.	.25	.25	1,550.18	1,550.18
S.P. Hauling Screen Rejects on Road	20,870	Yd.Mi.	.12	.12	2,504.40	2,504.40
P.A. #2 General Excavation Unclassified	858.4	Cu.Yd.	.55	.55	472.12	472.12
P.A. #2 3"-1" Mat'l for Base	602	Cu.Yd.	2.50	1.80	1,083.60	1,505.00
*P.A. #2 12" Concrete Pipe	36	Lin.Ft.	2.50	2.50	90.00	90.00

Boones Ferry Rd-Willamette ver
Contract #3833

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
P.A. #3 Place Screen Rejects on Shoulder	6,534	Cu.Yd.	$ .85	$ .50	$ 3,267.00	$ 5,553.90
P.A. #4 Cement Adj. Favor of State	-9.3	Bbl.	4.00			- 37.20
Force Account					8,412.32	10,221.74
					$ 470,481.05	$ 526,199.07

Work Done By:

* Perkins Brothers Items 1,2,3,4,6,7, and P.A. 2, part 3
** Babler Brothers Items 11, 12, 13, and 16

Gross Revenue	$526,199.07
Total Cost	470,481.05
Net Profit	$ 55,718.02

Net Profit Equals 10.6% of Gross Revenue

Detail of Cost

Labor:		
Labor	$ 80,382.03	
Labor Insurance	5,233.58	
Health and Welfare	1,600.00	
		$ 87,215.61
Equipment Rental and Misc. Supplies:		
Equipment Rental, Owned	70,869.92	
Equipment Rental, Hired	2,675.15	
Power and Lights	3,033.17	
Gas, Oil and Grease	10,816.69	
Bond	918.00	
Freight, Move In and Cartage	2,598.75	
P.L. and P.D.	399.80	
Misc. Supplies and Small Tools	5,927.10	
Home Office and Overhead	3,000.00	
		100,238.58
Work Done By:		
* Perkins Brothers	23,069.10	
** Babler Brothers	259,957.76	
		283,026.86
Total Cost........		$470,481.05

Remarks:

This was a "Federal Aid Project" calling for construction of 6.89 miles of rock base and shoulders on four lane (divided) highway, construction of rock base and shoulders on connecting legs and road connections (involving approximately 94,000 cu. yds. of crushed materials) and construction of 6.89 miles of asphaltic concrete pavement (involving approximately 46,000 tons of asphaltic concrete).

The contract was awarded January 22, 1953, work started December 17, 1953, and was completed November 30, 1954.

The contractor started crushing rock base December 17, 1953. Production was slow due to wet materials, and the hauling to the road was costly due to soft subgrade.

Perkins Bros. did concrete work and laid pipe.

Babler Bros. did binder course, placed aggregate in binder, asphaltic concrete pavement and traffic markers.

Roger did not have a plant available to start crushing at an earlier date; however, the grading contract did not complete his work until August 26, 1953.

The contractor's equipment was in good shape and excellent supervision contributed to a good profit.

Maurice N. Juve
Chief Cost Analyst

By - - Harry R. Sturgis

T1 · 303 (1

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 12, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3853	14-Final	Rogers Construction, Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9449	R-122524	$ 15,686.14	5/12/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: **June 30, 1954**

Time Extensions: **to Nov. 30, 1954 without penalty**

Completion Date: **Nov. 30, 1954**

Date Accepted: **May 25, 1955**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **6-1-55**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUN [illegible] 1955
Ruth Rawlings

NOTED ON CARD
JP

RECEIVED
MAY 10 1955
FOR FILING

May 10, 1955

REGISTERED MAIL

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 3853, for work performed on the Boones Ferry Road-Willamette River Unit, Barbur Blvd-White School Section of the West Portland-Hubbard Highway in Washington and Clackamas Counties, was completed by the contractor, Rogers Construction, Inc., on November 30, 1954 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $15,686.34 will be released to the contractor after acceptance by the Commission. The total contract amount is $526,199.07, of which amount $10,221.74 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

FORM E-120 REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

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FEB 3 1955
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February 1, 1955

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on January 18 had under discussion your request for an extension of time from June 30 to November 30, 1954 within which to complete your contract No. 3853, covering the Boones Ferry Road-Willamette River Unit, Barbur Blvd.-White School Section of the West Portland-Hubbard Highway in Washington and Clackamas Counties.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

Lowell Johnston,
Resident Engineer

H. G. Smith,
Construction Engineer

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DEC 29 1954
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FI-302 (4)
3853

December 28, 1954

Request for extension of time
No. 12
January 18 and 19 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Rogers Construction Company for an extension of time on the paving project on the Boones Ferry Road-Willamette River Unit, Barbur Boulevard-White School Section, West Portland-Hubbard Highway, Contract No. 3853, from June 30, 1954 to November 30, 1954.

The substantial increase in quantities, adverse weather conditions, and failure of other contractors to complete their work, all tended to build up an overrun in time, which was not the fault of the contractor.

I recommend that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP:jv lg

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DEC 17 1954
FOR FILING

FI-303 (9)

December 16, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 30, 1954 on Contract No. 3853, Boones Ferry Road-Willamette River Unit, Barbur Boulevard-White School Section, in Washington & Clackamas Counties, in connection with Federal Aid Project No. FI-303 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc: John Cattrall
DBP:bb

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DEC 15 1954
FOR FILING

[illegible]
[illegible]

December 15, 1954

Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8
N. Y.

Gentlemen:

It is the intention of the State Highway Commission to release to Rogers Construction, Inc., a portion of the funds heretofore retained by the Commission on contract No. 3853 covering paving on the Boones Ferry Road-Willamette River Unit of the Barbur Blvd.-White School Section of the West Portland-Hubbard Highway in Washington and Clackamas Counties.

This payment, in the amount of $22,004.87 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $15,205.69. The present payment will be released on or after December 27, 1954.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

do

cc: Fidelity & Casualty Co. of N. Y.
Pallett, Fisher & Carlo, Inc.,
US National Bank Bldg.,
Portland 4, Oregon

NOTED ON CARD

Form E-1

FI-303 (a)

P

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Boones Ferry Rd.-Willamette River Unit Barbur Blvd.-White School (Portland-Salem Expressway)

For Week Ending December 11, 1954

Highway West Portland-Hubbard

Kind of work Paving

Section prefix 34-1070

Contractor Rogers Construction, Inc.

Contract number 3853

Date of contract January 22, 1953

Date of completion June 30, 1954

Date work started December 17, 1953

Estimated date of completion November 30, 1954

Amount of contract $544,649.43

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $553,872.67

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $38,600, 108 %

Date project was completed November 30, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The job was completed and accepted on November 30, 1954.

No further reports will be submitted until the semi-final estimate is completed.

NOTED
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OFFICE OF
CONST

Signed Lowell A. Johnston by P. Nelson
Lowell A. Johnston

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		6.97			6.97
Miles partially completed					
Miles completed		6.97			6.97
Total estimated quantities		109,488		369 T	35,673 T
Estimated quantities moved or placed to date		109,488		369 T	35,673 T
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	Cldy.		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	Clear		

STATE PRINTING

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FOR FILING

FI-303(9)
3853

December 10, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Boones Ferry Road-Willamette River Contract No. 3853, Oregon FI-303 (9), from June 30, 1954 to November 30, 1954, to Rogers Construction Company, Inc., contractors.

Substantial increase in quantities, adverse weather conditions, and failure of other contractors to complete their work so Rogers could continue have all tended to build up an overrun in time, which was not the fault of the contractor.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

8

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FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
November 24th, 1954

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Mr. W. C. Williams called us recently concerning the request of a group of people living in Clackamas County south of the Willamette River near the Portland-Salem Expressway for permission to use material from the Wilsonville pit to surface a public road that they are interested in. Mr. G. D. Rannells of Route 2, Box 264, Aurora, Oregon was the spokesman for this group. Mr. Williams has authorized us to let them take 200 cubic yards of screen reject material, which is stockpiled at the Wilsonville pit, and Mr. Rannells has given us the enclosed check in the amount of $60.00 to pay for the 200 yards of material at 30¢ per cubic yard. He has made arrangements with our contractors to load his vehicles with this material. Our contractor, Rogers Construction Company, will be reimbursed at our regular rate of 25¢ per yard for this screen reject material.

I am enclosing herewith Request for Outside Billing, together with check in the amount of $60.00 from Mr. G. D. Rannells. You will note that we have shown this as a credit to 34-1070, which is the surfacing and paving of the Lower Boones Ferry Road-Willamette River Section of the Portland-Salem Expressway. Payment for material taken at 25¢ per yard will be included in the next estimate to this concern.

Yours very truly,

A. G. Skelton

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: W. C. Williams ✓
L. A. Johnston

1954

RECEIVED

FOR FILING

FI-303(9)

3853

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Y

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 25, 1954

Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

Dear Sir:

In reply to your letter of May 24, 1954 re shoulder paving on the following two sections: Barbur Boulevard-Boones Ferry Road, Boones Ferry Road-Willamette River.

The Highway Commission at its May 11-12 meeting approved an increase in the authorization of $70,000 on the Boones Ferry Road-Willamette River Section. This will take care of the additional thickness of paving and shoulder paving on this section. Apparently no action has been taken on the Barbur Boulevard-Boones Ferry Road Section; however, in discussing this matter with you, you informed me that the additional cost of increasing the pavement thickness and paving the shoulders could be absorbed in the present contract authorization, plus a 3% overrun. If this is correct, additional authorization from the Commission would not be necessary. However, if the final cost of the project will exceed the project authorization, plus 5%, this office should be notifield immediately so that steps can be taken to secure an increase.

It is proposed to use four inches of paving with a four-foot by 2-inch oil shoulder on the entire section from Barbur Boulevard to the Willamette River.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:js
cc W. C. Williams

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MAY 19 1954
FOR FILING

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3853

Salem, Oregon
May 18, 1954

Mr. Lowell A. Johnston
Resident Highway Engineer
Box 4699
Portland 2, Oregon

Dear Sir:

The State Highway Commission approved an increase of $70,000 in project authorization on Contract No. 3853, Boones Ferry Road-Willamette River Unit in Washington and Clackamas Counties, to construct paved shoulders and increase pavement depth from 3½" to 4".

The authorization is now $580,986.25.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:tp

c.c.: A. G. Skelton

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MAY 5 1954
FOR FILING

3853

May 4, 1954

Oregon State Highway Commission

Gentlemen:

The contract for paving on the Boones Ferry Road-Willamette River Section of the Portland-Salem Expressway was let before we had started using paved or oiled shoulders. We have provided for paved or oiled shoulders on most of the jobs now under contract. We feel certain that paved or oiled shoulders are a great factor in preventing damage to the pavement at the pavement edges, and this fact has been startlingly proven by the WASHO Road Test. Shoulders were alternately paved and unpaved, and where considerable damage occurred to the outer edge of the pavement on the unpaved shoulders there was no damage at all on the paved shoulders.

We deem it desirable to pave shoulders four feet wide on either side of the two trafficways and increase the thickness of the pavement from three and one-half inches to four inches. The shoulder paving would be only of two-inch thickness.

To accomplish this will result in an increased cost of $70,000, which would increase the existing project authorization from $511,000 to $581,000. Paving will start within the next 30 days on this project, so I am, therefore, placing this matter on the next agenda with the recommendation that you approve an additional project authorization of $70,000 on Contract No. 3853, Boones Ferry Road-Willamette River Section.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert
Mr. H. G. Smith
Mr. C. H. Maison

WCW:me fp

FORM E-30 25M 9-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30th, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Dear Sir:

In accordance with your request to prepare an estimate of cost of increasing the pavement thickness on the ~~Barbur Boulevard~~-Boones Ferry Rd. Willamette River Section to a full 4 inches instead of $3\frac{1}{2}$ inches and to place 2 inches of asphaltic concrete on the 4-foot shoulders, I attach hereto tabulation of cost.

The estimate of cost of the 0-11 shoulders on the Boones Ferry Road-Willamette River Unit was $22,998.50. Therefore, the net cost of the increased thickness and substitution of pavement for 0-11 is $79,752.00 minus $22,998.50 or $56,763.50. The contractor has agreed to do this at his unit prices.

The contractor was about to manufacture the 0-11 rock on Monday, and I have advised him that no 0-11 material will be needed.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

cc to: A. G. Skelton

$60.000 increase.

not 70,000

Barbur Blvd.-Boones Ferry Road:

Class "B" Asphaltic Concrete	4,900 Tons at $4.80	$23,520.00	
RC-3 Asphalt in Binder	65 Tons at 36.00	2,340.00	
RS-1 Emuls. Asphalt in Seal	14 " " 36.00	504.00	
¼"-#10 Aggregate in Seal	100 Cu. Yd. at $3.00	300.00	
		$26,660.00	
3/4"-0" Mat'l. in Shoulders	480 Cu. Yd. at $1.30	624.00	
Aggregates in Oiled Shoulders	830 " " " 3.25	2,697.50	
150-200 in Oiled Shoulders	60 Tons " 34.00	2,040.00	
RS-1 in Oiled Shoulders	18 " " 36.00	648.00	
		- $6,009.50	$20,654.50

Boones Ferry Road-Willamette River:

Class "B" Asphaltic Concrete	13,000 Tons at $5.05	$56,500.00	
RC-3 Asphalt in Binder	68 " " 36.00	2,340.00	
RS-1 Emuls. Asphalt in Seal	60 " " 36.00	2,160.00	
¼"-#10 Aggregate in Seal	350 Cu. Yd. at $3.25	1,137.50	
		$62,137.50	
3/4"-0" Material in Shoulders	1,900 Cu. Yd. at $1.60	- $3,040.00	59,097.50
Present Estimate of Cost			$79,752.00
Original Boones Ferry Road-Willamette River Unit Cost			22,998.50
Difference			$56,763.50

Form PR 2 (Revised 1950)

1164

State Oregon

Federal Aid Project No. FI-303(9)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of April, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 16th day of October, 1952, a program, which was approved on the 3rd day of November, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 7th day of January, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred ninety-six thousand and 00/100 dollars ($296,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 204+00 in the SE 1/4, Section 13, T. 2 S., R. 1 W., W.M., and survey station 572+42 in the SE 1/4, Section 23, T. 3 S., R. 1 W., W.M., except stations 220+50 - 223+10, 246+27 - 247+27, and 536+48.67 - 537+48.67, , length 6.888 miles, in Washington and Clackamas Counties, being Oregon Federal Aid project No. FI-303(9), consisting of 6.888 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred ninety-six thousand and 00/100 dollars ($296,000.00), which does not exceed the authorized Federal pro rata share of four hundred seventy-eight thousand, nine hundred fifty-one and 00/100 dollars ($478,951.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting Division Engineer,
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5

OREGON ★ FEB 1

★ APR 8 192

May 22, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Boones Ferry Road-Willamette River Section, Project No. FI-303 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

JVN:gs

Encl.

Oregon State Highway Department

Federal Aid Project
No. FI-303 (9)

BOONES FERRY ROAD-WILLAMETTE RIVER SECTION OF THE WEST PORTLAND-HUBBARD HIGHWAY IN CLACKAMAS AND WASHINGTON COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code 6201
Roadway (Sta. 204+00 to Sta. 572+42) (Contract No. 3353)

170	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 510.00
38	only	Concrete Catch Basins	70.00	2,660.00
1,400	lin. ft.	8-inch Metal Drain Pipe	2.25	3,150.00
150	cu. yds.	Concrete Curbs	45.00	6,750.00
200	cu. yds.	Concrete Island and Traffic Divider	45.00	9,000.00
180	sq. yds.	Concrete Surfacing	3.75	675.00
1,600	lin. ft.	1½-inch Electrical Conduit	1.25	2,000.00
52,000	cu. yds.	2½" - 0 Material in Base	1.40	72,800.00
42,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.60	67,200.00
2,300	M-gals.	Sprinkling	1.50	3,450.00
2,300	cu. yds.	3/4" - 0 Material in Binder Course	2.50	5,750.00
370	tons	RC-3 Asphalt in Binder Course	36.00	13,320.00
46,600	tons	Class "B" Asphaltic Concrete	5.05	235,330.00
210	tons	RS-1 Emulsified Asphalt in Seal Coat	36.00	7,560.00
1,300	cu. yds.	Aggregate in Seal Coat	3.25	4,225.00
1,030	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	1,030.00
			Subtotal	$435,410.00
			10% Engr. & Cont.	43,541.00
			Total	$478,951.00

Length of Roadway	6.888 miles
Length of 3 Structures	0.087 mile (Exception)
Total Length	6.975 miles
Cost per Mile	$69,534.11

Federal Funds- -	$296,000.00
State Funds- -	182,951.00
	$478,951.00

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. FI-303 (9)

BOONES FERRY ROAD-WILLAMETTE RIVER SECTION
OF THE WEST PORTLAND-HUBBARD HIGHWAY
IN CLACKAMAS AND WASHINGTON COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 5, 1953

Type Code 6201
Roadway (Sta. 204+00 to Sta. 572+42)

170	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 510.00
38	only	Concrete Catch Basins	75.00	2,850.00
1,400	lin. ft.	8-inch Metal Drain Pipe	2.25	3,150.00
150	cu. yds.	Concrete Curbs	45.00	6,750.00
200	cu. yds.	Concrete Island and Traffic Divider	45.00	9,000.00
180	sq. yds.	Concrete Surfacing	3.50	630.00
1,600	lin. ft.	1¼-inch Electrical Conduit	1.00	1,600.00
52,000	cu. yds.	2½" - 0 Material in Base	2.00	104,000.00
42,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.25	94,500.00
2,300	M-gal.	Sprinkling	2.50	5,750.00
2,300	cu. yds.	3/4" - 0 Material in Binder Course	3.50	8,050.00
370	tons	RC-3 Asphalt in Binder Course	40.00	14,800.00
46,600	tons	Class "B" Asphaltic Concrete	5.75	267,950.00
210	tons	RS-1 Emulsified Asphalt in Seal Coat	40.00	8,400.00
1,300	cu. yds.	Aggregate in Seal Coat	6.00	7,800.00
1,030	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	1,030.00

Subtotal	$536,770.00
10% Engr. & Cont.	53,677.00
Total	$590,447.00

Length of Roadway	6.888 miles
Length of 3 Structures	0.087 mile (Exception)
Total Length	6.975 miles
Cost per mile	$85,721.10

Federal Funds	$348,000.00
State Funds	242,447.00
	$590,447.00

Form [illegible]

[illegible]GON STATE HIGHWAY DEPART[illegible]T
Materials Division

LABORATORY REPORT

FI-303(9)

Project Boones Ferry Rd.-Will. River
Highway W. Portland-Hubbard
Contractor Rogers Const. Co., Inc.
Contract No. 3853
Submitted by 2853 L. A. Johnston

Prefix No. 34-1070
County Wash., Clack.
F. A. Project No. FI-303 (9)
Date reported Feb. 26, 1954

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Bottom of stockpile, Sta. 198
Sampled at E. Edge of Stockpile
To be used Base Surfacing
Sampled by L. Glinefelter
Date received Feb. 26, 1954
Quantity represented

TEST RESULTS

Laboratory No. 329109
Data Sheet No. A-29269

Type of material Cr. Gravel 2½"-0"
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
2½	0	0	
2	1.6	1.6	
1½	7.0	8.6	
1	8.6	17.2	
3/4	6.0	23.2	
½	8.3	31.5	
¼	9.2	40.7	
10	15.9	56.6	
40	11.2	67.8	
P40	32.2	32.2	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler
Specific gravity (Le Chatelier)
Unit weight, dry rodded, lbs. per cubic foot
Unit weight, loose, lbs. per cubic foot
Fineness factor
Sodium sulfate test, per cent loss
Asphalt stripping: Natural fines
Manufactured fines
Plasticity index: Natural fines 0 %
Manufactured fines %
Liquid limit: Natural fines 24 %
Manufactured fines %

Grading not considered. Worse condition represented in stockpile.

RECOMMENDATIONS

Material as represented by this sample is suitable for use.

TEST REPORT DISTRIBUTION:
x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Skelton
x Resident Engineer L. Johnston
Dist. Maint. Supt.
Foreman
x Files
x R. H. Baldock

Engineer of Materials

State Printing 06236

Form E-61—15M—5-53

[illegible]GON STATE HIGHWAY DEPARTM[illegible]T
Materials Division

LABORATORY REPORT

		Prefix No.	34-1070
		County	Wash., Clack.
Project	Boones Ferry Rd.-Will. River	F. A. Project No.	FI-303 (9)
Highway	W. Portland-Hubbard	Contract No.	3853
		Date reported	Feb. 26, 1954
Contractor	Rogers Const. Co., Inc.		
Submitted by	L. A. Johnston		

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Rdwy., Sta. 218+50 on 16 Line, SP Xing.
Sampled at
Date received Feb. 24, 1954
Quantity represented
To be used Base Surfacing
Sampled by L. Clinefelter

TEST RESULTS

Laboratory No. 329110
Data Sheet No. A-29270
Type of material Cr. Gravel 2½"-0"
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
2	0	0	
1½	3.2	3.2	
1	16.0	19.2	
3/4	12.3	31.5	
½	12.9	44.4	
¼	11.7	56.1	
10	12.0	68.1	
40	5.3	73.4	
P40	26.6	26.6	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		%
Plasticity index: Natural fines	0	%
Manufactured fines		%
Liquid limit: Natural fines	24	%
Manufactured fines		

Selected as poorest type material placed on road.

RECOMMENDATIONS

Material as represented by this sample .... suitable for use.

TEST REPORT DISTRIBUTION:
- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Skelton
- x Resident Engineer L. Johnston
- Dist. Maint. Supt.
- Foreman
- x Files
- x R. H. Baldock

Engineer of Materials

State Printing 60236

Form E-61—15M—8-53

GON STATE HIGHWAY DEPARTM T
Materials Division

LABORATORY REPORT

Project Boones Ferry Rd.-Will. River
Highway W. Portland-Hubbard
Contractor Rogers Const. Co., Inc.
Submitted by L. A. Johnston
Contract No. 3853
Prefix No. 34-1070
County Wash., Clack.
F. A. Project No. FI-303 (9)
Date reported Feb. 26, 1954

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Sta. 266 on L5 Line N. of Saggert OXing.
Sampled at Roadway
Date received Feb. 26, 1954
Quantity represented
To be used Base Surfacing
Sampled by L. Clinefelter

TEST RESULTS

Laboratory No. 329111
Data Sheet No. A-29271

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
2½	0	0	
2	3.6	3.6	
1½	7.2	10.8	
1	20.0	30.8	
3/4	9.8	40.6	
½	10.8	51.4	
¼	13.1	64.5	
10	12.5	77.0	
40	4.2	81.2	
P40	18.8	18.8	
Total	100.0		

Type of material Cr. Gravel 2½"-0"
Screen opening: To ¼": Square; ¼" and below: Square:
Abrasion, per cent wear, Los Angeles Rattler
Specific gravity (Le Chatelier)
Unit weight, dry rodded, lbs. per cubic foot
Unit weight, loose, lbs. per cubic foot
Fineness factor
Sodium sulfate test, per cent loss
Asphalt stripping: Natural fines
Manufactured fines %
Plasticity index: Natural fines 0 %
Manufactured fines %
Liquid limit: Natural fines 25 %
Manufactured fines

Selected as poorest type of material
Placed on Road.

RECOMMENDATIONS

Material as represented by this sample is suitable for use.

TEST REPORT DISTRIBUTION:
x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Skelton
x Resident Engineer L. Johnston
Dist. Maint. Supt.
Foreman
x Files
x R. H. Baldock

Engineer of Materials

State Printing 66226

RECEIVED
DEC 31 1953
FOR FILING

FI-303(9)

[illegible]

December 28, 1953

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on December 17, 1953 on Contract No. 3853, Doaks Ferry Road-Willamette River Unit, Barbur Blvd.-White School Section, in connection with Federal Aid Project No. FI-303 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

MCW:tp

RECEIVED
FOR FILING

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
November 19th, 1953

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn: Forrest Cooper

Dear Sir:

Reference is made to your letter of November 5, 1953 in regard to excess PI on laboratory reports 322680 and 322681 on the Barbur Boulevard-Lower Boones Ferry Road Section of the West Portland-Salem Expressway.

I am enclosing copy of Lowell Johnston's report of November 19th on this matter. You will note that we are keeping a very careful check on the material encountered, and do not propose to use any unsuitable material where the use of this material would in any way be injurious. In the two samples mentioned in your letter, there were indications that stripping material from the top of the cut might have fouled up the material from where those samples were taken. We are are asking for more complete information from the laboratory on these tests, such as the information furnished on samples 322999 and 323001. Our report on these two indicate that this material is borderline, but can be used if kept a sufficient distance below finished grade. Our total thickness of pavement and surfacing is 24-1/2 inches, of which 15 inches is selected topping. Six inches is crushed gravel, and 3-1/2 inches pavement.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: G. W. Hara
L. A. Johnston

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Box 4690
Portland, Ore.
Nov. 19,1953

SUBJECT:

To: Mr. A.G. Shelton
Division Engineer
Oregon State Highway Department
Portland, Ore.

Dear Sir:

Under date of Nov. 5,1953, Mr. Cooper wrote to you in regard to excess PI on Lab Reports #322,680 # 322,681 and which requested that we take steps to correct the situation and make him a report on the matter.

Our plans call for our using the suitable material from the cut north of the Cook overcrossing and which cut is located between the Upper Boones Ferry Road and the overcrossing, Sta. 143 - 156. Numerous samples of material have bee sent in to the Lab for analysis and following is a list of lab numbers for the samples:

Lab. No.	300,365	Suitable for Use		From Sta.	156
	300,366	Excess PI	9%	Sta.	154
	300,367	" "	8%	"	150
	300,368	Suitable for Use		"	150
	321,721-321,726	" " "	6 tests	"	148-155
	322,208	" " "		"	147
	322,680	Excess PI	7%	"	150
	322,681	" "	6%	"	154
	322,999	Borderline	5%	"	153 + 75
	323,001	"	7%	"	150 + 50

On the last two tests listed and which were the last ones submitted the Lab report carries the following report," PI test borderline, 15" this plus 6" crushed material should suffice as base for A.C. pavement. Substantiated by existing service record."

Unsuitable material was stripped off the top of the cut and which material was used in the fill and after stripping we are attempting to use only material suitable for use as topping. The plans on the job call for a total depth of 15" for topping and which is to be covered by a depth of 6" of crushed material.

Very truly yours,

Lowell A. Johnston

Lowell A. Johnston
Res. Eng'r

RECEIVED
FOR FILING
FORM E-30 25M 9-51 62315

17-263(7)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1953

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

Dear Sir:

Lab sheets 322681 and 322680 indicate that material of excess PI is being used on the Rogers Construction Company job on the West Portland-Hubbard Highway.

Will you please take steps to correct this and give us a letter on the matter.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams ✓

RECEIVED
FEB 20 1953
FOR FILING

F1- (1)

3853

February 20, 1953

Rogers Construction, Inc.
11760 N. E. Glisan Street
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3853 which was awarded to you on January 22, 1953 by the State Highway Commission, for paving on the Boones Ferry Road-Willamette River Unit, Barbur Boulevard-White School Section of the West Portland-Hubbard Highway in Washington and Clackamas Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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FOR FILING

F1-[illegible]

[illegible]

January 23, 1953

Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on January 22, 1953 awarded to you State Highway Contract No. 3853 for paving on the Boones Ferry Road-Willamette River Unit, Barbur Boulevard-White School Section of the West Portland-Hubbard Highway in Washington and Clackamas Counties. This award was based on your bid of $435,410.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa SIAC

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

FI-303(9)
3853

January 22, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 3853 for Oregon Project FI-303(9), Boones Ferry Road-Willamette River Unit of the West Portland-Hubbard Highway, to Rogers Construction Company of Portland, Oregon, low bidder in the amount of $435,410.00 at the January 22, 1953 bid opening.

Very truly yours,

C. G. POLK
District Engineer

By

A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

Contract FI-303(9)
Fed Aid
Prog + Proj 38-53

January 7, 1953

71-303(9)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project FI-303(9), Boones Ferry Road-Willamette River Unit, Barbur Boulevard-White School Section of the West Portland-Hubbard Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

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77-3224 [illegible] 1977
[illegible]
[illegible]

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APR 12 1955
FOR FILING

9

File

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 4, 1955

~~(CONTRACT NO.)~~ 2 2 - 8314	(EST. NO.)	(CONTRACTOR)
3854	8-Final	Homer G. Johnson, assigned to: U. S. Fidelity & Guaranty Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
6365	S-119440	$ 1,560.66	4/4/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 31, 1953

Time Extensions: to Oct. 31, 1953 without penalty

Completion Date: Oct. 31, 1953

Date Accepted: Dec. 10, 1953

Penalties: None of record

Claims: This final payment is being released in conformity with the Assignment

Remarks:

Date: 4-5-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]
Ruth Rawlings

NOTED ON CARD
JS

RECEIVED
MAR 25 1955
FOR FILING

22 - 854
3854

3

March 24, 1955

United States Fidelity & Guaranty Co.
201 Portland Trust Building
319 S. W. Washington Street
Portland 4, Oregon

Attention: Mr. Donald A. Buss
Adjuster-Claim Dept.

Gentlemen:

Received in today's mail was your letter of March 23, 1955 transmitting, in duplicate, an assignment from Homer G. Johnson to the United States Fidelity & Guaranty Company of all monies that are now due him from the State of Oregon, or which may hereafter become due him, in connection with State Highway Contract 3854, Foster-Toll Creek Rock Production Project. The assignment appears to be in form, and we will be glad to honor it.

Also received was the final voucher pertaining to this contract, being in the sum of $1,569.86. I am referring it to our Accounting Division for processing, together with a copy of the assignment, which they are being authorized to honor. The final warrant will be forwarded to you in due course when it is received from the Secretary of State.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: C. H. Maison (2)
F. Query

Mr. Maison:

Attached hereto is a copy of Mr. Buss' letter, final voucher referred to therein, and an executed copy of the assignment from Homer G. Johnson to U. S. F. & G. Company. It will be satisfactory to release the final warrant as soon as it is received from the Secretary of State.

HBG

Mr. Query:

Attached is the original of the assignment referred to above which please have Mrs. Lewis record on her card and file in the contract.

HBG

RECEIVED
MAR 25 1955
FOR FILING

22-1314
3854

UNITED STATES FIDELITY AND GUARANTY COMPANY
GEORGE C. BOTTOMS, MANAGER
PORTLAND OFFICE
SUITE 201, PORTLAND TRUST BUILDING
319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON
TELEPHONE: BROADWAY 0464

LOTUS M. CONSER
ASSOCIATE MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

March 23, 1955

REFERENCE TO OUR CLAIM FILE NUMBER
EXPEDITES HANDLING OF CLAIM.

Oregon State Highway Department
Salem, Oregon

Re-53-S-403
Principal-Homer G. Johnson
Obligee-State of Oregon

Attention: Mr. H. B. Glaisyer

Dear Mr. Glaisyer:

In accordance with the request contained in your letter of March 18, 1955 please find attached hereto the original and one copy of the form of assignment executed by Mr. Homer G. Johnson. We are also forwarding a document wherein Mr. Johnson acknowledges the fact that $1,569.86 is the correct amount due him for his work performed under contract number 3854.

We will be looking forward to receiving your draft in the amount of the assignment.

Very truly yours,

Donald A. Buss

Donald A. Buss
Adjuster-Claim Dept.

DAB:vm

CC/ Home Office, Surety, C. P. Bundy

ACKNOWLEDGED
H B. GLAISYER

NOTED ON CARD

March 18, 1955

Mr. Donald A. Buss
c/o United States Fidelity &
    Guaranty Company
201 Portland Trust Building
Portland, Oregon

Dear Mr. Buss:

Pursuant to a request received from Mr. Homer G. Johnson in today's mail, I hand you herewith the original and four copies of a form of assignment whereby Mr. Johnson assigns to the United States Fidelity & Guaranty Company all monies that are now due him or which may hereafter become due him from the State of Oregon in connection with State Highway Contract No. 3854, which is described as the Foster-Toll Creek Rock Production Project on the Santiam Highway in Linn County, Oregon.

Will you kindly have Mr. Johnson sign all copies of this form and return the original and one copy to this office for further handling. We shall be pleased to honor the assignment when received.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: Mr. Homer G. Johnson
    3166 N. Greeley Avenue
    Portland, Oregon

C. H. Maison (2)
F. Query

Mr. Maison:

Please withhold further payments to Mr. Johnson in connection with this job until further advised by this office.

HBG

March 7, 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Please forward your general form of assignment used in assigning retained percentages under State Highway contracts to Mr.Donald A. Buss, United States Fidelity and Guaranty Company, 201 Portland Trust Building, Portland, Oregon.

Please be advised that I am assigning all amounts due me or to become due me for work done under State Highway Contract No. 3854 to the United States Fidelity and Guaranty Company. You may consider this letter your authorization to pay any amounts due me or to become due me under the above stated contract to the United States Fidelity and Guaranty Company upon receipt of my executed assignment.

Very truly yours,

Homer G. Johnson

Homer G. Johnson

VM

RECEIVED
MAR 18 1955
OREGON
STATE HIGHWAY COMMISSION

LETTER TO U.S.F.G
DATE 3/18

RECEIVED
NOV 30 1954
FOR FILING

22-8504
3854

November 29, 1954

U. S. Fidelity and Guaranty Company
Suite 201, Portland Trust Building
319 S. W. Washington Street
Portland 4, Oregon

Attention: Mr. Donald A. Buss
Adjuster - Claim Dept.

Gentlemen:

Re: Your File 53-S-403
Principal - Homer G. Johnson
Obligee - State of Oregon

Responding to your inquiry of November 26, 1954, I am pleased to inform you that the State Highway Commission on December 10, 1953 formally accepted the work performed by contractor, Homer G. Johnson, in connection with State Highway Contract No. 3854 for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

UNITED STATES FIDELITY AND GUARANTY COMPANY
GEORGE C. BOTTOMS, MANAGER
PORTLAND OFFICE
SUITE 201, PORTLAND TRUST BUILDING
319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON

TELEPHONE: BROADWAY 0464

LOTUS M. CONSER
ASSOCIATE MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

November 26, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

REFERENCE TO OUR CLAIM FILE NUMBER EXPEDITES HANDLING OF CLAIM.

Re-53-S-403
Principal-Homer G. Johnson
Obligee-State of Oregon

Gentlemen:

We are in receipt of your letter dated November 18, 1954 advising us of the filing of an affidavit of claim by Mr. C. O. Fenlason acting in behalf of the Balzer Machinery Company. This claim is concerned with labor and materials furnished by Balzer Machinery Company to Homer G. Johnson in his operations on contract number 3854 for rock production on the Foster-Toll Creek section of the Santiam highway in Linn County. The amount of the claim is stated to be $8,468.52.

It would be greatly appreciated if you would advise us of the date that the job in question was accepted by the State Highway Department.

Very truly yours,

Donald A. Buss

Donald A. Buss
Adjuster-Claim Dept.

DAB:vm

ANSWERED
H. B. GLAISYER

RECEIVED
[illegible] 1954
[illegible]

U. S. F. & G.

RECEIVED
NOV 20 1954
FOR FILING

[illegible]

November 18, 1954

George C. Bottoms
U. S. Fidelity & Guaranty Co.
201 Portland Trust Bldg.
Portland, Oregon

Dear Sir:

We have received an affidavit of claim from C. O. Fenlason, Yeon Building, Portland 4, Oregon, acting in behalf of Balzer Machinery Company.

The affidavit states that the Balzer Machinery Company furnished labor and materials to Homer G. Johnson in his operations on contract # 3854 for rock production on the Foster-Toll Creek section of the Santiam highway in Linn County. The amount of the claim is $ 8,468.52.

We provide this information as your company appears as Surety on the Performance Bond furnished with the contract described above.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:cl

cc Karl H. Doerre
201 Portland Trust Bldg.
Portland, Oregon

cc Homer G. Johnson
3166 N. Greeley Ave.
Portland, Oregon

RECEIVED
NOV 20 1954
FOR FILING

22-R304
3851

Lewis P

File

November 18, 1954

Mr. C. O. Fenlason
Attorney at Law
Yeon Building
Portland 4, Oregon

Dear Mr. Fenlason:

As requested in your letter of November 15th, we are forwarding by seperate mail a certified copy of contract and bond #3854 for rock production on the Foster-Toll Creek Section on the Santiam highway in Linn County.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMM.

[illegible]:cl

noted
[illegible]

C. O. FENLASON
ATTORNEY AT LAW
YEON BUILDING
PORTLAND 4, OREGON

TELEPHONE BROADWAY 5292

November 15, 1954

REFERRED TO [illegible]
BY SECRETARY
[illegible]
9

Earl T. Newbry
Secretary of State
Salem, Oregon

RE: State Highway Contract
No. 3854 .

Dear Sir:

Will you kindly forward me a certified copy of the contract and bond identified in the enclosed affidavit.

Yours very truly,

C. O. Fenlason

COF:vm
Enc. - Affidavit.

SECRETARY OF STATE
RECEIVED
NOV 16 1954
EARL T. NEWBRY

Referred to Highway Commission ✓

Secretary of State

By M. McVay.

Records Div.

RECEIVED
NOV 17 1954
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
)ss.
County of Multnomah)

I, C. O. FENLASON, being first duly sworn, depose and say: That I am attorney for and agent of Balzer Machinery Company, a partnership, with its principal place of business in Portland, Oregon; that the State of Oregon on or about February 3, 1953 let State Highway Contract No. 3854 for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County, Oregon to Homer G. Johnson; that Balzer Machinery Company furnished labor and materials to said Homer G. Johnson for use by him and by him used in the prosecution of the work provided for in such contract; that the agreed and reasonable value of said labor and materials so furnished has not been paid in full and there is now due and owing to Balzer Machinery Company from said Homer G. Johnson the sum of $8,468.52 for said labor and materials so furnished; that this affidavit is made pursuant to Section 279.524 O. R. S. so as to secure a certified copy of the contract and bond as provided in Section 279.522 O. R. S. and further affiant saith not at this time.

Subscribed and sworn to before me this 5 day of November, 1954.

Notary Public for Oregon
My Commission Expires: 3-2-58

RECEIVED
AUG 4 - 1954
FOR FILING

[illegible]
37-4

8-3-54

[illegible] [illegible] [illegible] Club
[illegible]

		[illegible]			[illegible]	
8/1	12	[illegible] @ 3.50	[illegible]		5530.9	19,358.15
8/2	14	[illegible] @ [illegible]	[illegible]		5905.7	20,669.95
8/4	10	[illegible] @ [illegible]	3347.50		1400.1	4,899.35
[illegible]	0	[illegible] @ [illegible]	6900.00		2058.8	7,102.86
			52,310.50			

Price [illegible] #1 @45¢ [illegible] 615 c.y.	276.75
Special 25¢ [illegible] 859.7 c.y.	214.93
[illegible] 12¢ y.m.	217.36
Special. [illegible] adjustment 10¢ y.m. 3727.38 y.m.	- 372.74
	52,175.33

USF & G Co.
201 Portland Trust Bldg

Completed 10-31-53 accepted 12-10-53

Final payment for $ [illegible] not yet sent out.
[illegible] final $5735.41 sent in Jan 1954

[illegible]
[illegible] [illegible] 8/3/54

Mr [illegible]

8:50

Mr [illegible] will come to see you this AM re [illegible] Contract

F.G.

(Appointment 10:30 AM)

Barnes
Baker mach Co.

3854 – Homer Johnson
Foster

original quantities –
changes decreasing types
of work.

East 2143 collect
Bond Co. – job completed?
also status of proj.

Came in at 2:00 PM 8/2

OK

RECEIVED
JUL 14 1954
FOR FILING

[illegible]
3854

July 1, 1954

Mr. Jos. A. Boyce
Superintendent of Claims
United States Fidelity & Guaranty Co.
Suite 201, Portland Trust Building
319 S. W. Washington Street
Portland 4, Oregon

Dear Mr. Boyce:

Responding to a request contained in your letter of June 30, 1954 which was received in this morning's mail, we shall withhold payment of the final estimate to Mr. Homer G. Johnson in connection with State Highway Contract No. 3854 until release of the final warrant which is in the amount of $1,569.86 has been authorized by you.

The Auditor is being instructed accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison (2)
F. Query

REFERRED Mrs Lewis BY SECRETARY

NOTED ON CARD
7-1-54 G

UNITED STATES FIDELITY AND GUARANTY COMPANY
GEORGE C. BOTTOMS, MANAGER
PORTLAND OFFICE
SUITE 201, PORTLAND TRUST BUILDING
319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON

TELEPHONE: BROADWAY 0464

LOTUS M. CONSER
ASSOCIATE MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

June 30, 1954

H. B. Glaisyer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Re: 53-S-403 - Homer G. Johnson

Confirming our telephone conversation of yesterday, and as you requested, please consider this letter our request that the sum that you are presently withholding from our principal, Mr. Homer G. Johnson, in the amount of $1,569.86 not be paid to Mr. Johnson until first released by this Company.

Thanking you for your many courtesies, we remain

Yours very truly,

Jos. A. Boyce
Supt. of Claims

JAB:hb

RECEIVED
JUL 1 1954
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

NOTED ON CARD
6-30-54

U. S. F. & G.

Lewis

RECEIVED
JUN 14 1954
FOR FILING
22-2

3854

Realty Co
[illegible]
J. W. Bragg

final #~~8~~ - $1,569.86
Dec. 31, 53 - sent Contract -
has not been returned

A. W. Murray

Contract #3854

NOTED ON CARD
6-11-54 gl

Lewis

RECEIVED
JUN 14 1954
FOR FILING

22-8204

3854

June 11, 1954

United States Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Balzer Machinery Company against Homer G. Johnson for rental of equipment and materials furnished on State Highway Contract No. 3854. This contract is known as the Foster-Toll Creek Section of the Santiam Highway in Linn County and was for rock production. The claim is in the sum of $9,860.94.

We provide this information as your company appears as surety on the performance bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

NOTED ON CARD
6-11-54 gl

To: The State of Oregon and The Oregon
State Highway Commission, severally and jointly:

Notice hereby is given that the undersigned, Balzer Machinery Company also known as Balzer Machinery Co., a partnership composedof R. L. Balzer, Ethel Balzer, Lois Allen and John M. Allen, general partners, has and said partners doing business as aforesaid have a claim for rental of equipment and materials furnished in the sum of Nine Thousand Eight Hundred Sixty and 94/100 Dollars ($9,860.94) against the bond taken from Homer G. Johnson, principal, and the United States Fidelity and Guaranty Company, a corporation, surety, for the work of rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County, Oregon, State Highway Contract No. 3854 which was awarded to said Homer G. Johnson on February 3, 1953. That claimants rented said equipment and furnished said materials, the same consisting generally of rock crushing equipment, screen cloth, rock bits, and incidental repairs, to Homer G. Johnson for use by him in the performance of the work mention in said bond and the same was used or consumed in the performance of such work and the amount is the agreed and reasonable value of said rentals and materials.

Dated this 7th day of June, 1954.

BALZER MACHINERY COMPANY, also known as
BALZER MACHINERY CO.

By: JOHN M. ALLEN
A General and also Managing Partner.

JOHN M. ALLEN and R. L.
BALZER, ETHEL BALZER, and LOIS ALLEN

By: JOHN M. ALLEN dba
BALZER MACHINERY COMPANY, also known as
BALZER MACHINERY CO. a partnership.

ENDORSED
File No. 3455
Filed—June 8, 1954
EARL T. NEWBRY, Secretary of State

RECEIVED
JUN 14 1954
FOR FILING

32-83-1

3854

Lewis

June 11, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

This is to acknowledge your letter of June 8th to which was attached three copies of a claim filed with your office by Balzer Machinery Company against Homer G. Johnson on State Highway Contract No. 3854.

The claim is in the amount of $9,860.94 and bears your file No. 3455.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
6-11-54 g

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 8, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from C. O. Fenlason, Attorney at Law, Yeon Building, Portland 4, Oregon and filed as of this date, a notice of claim by Balzer Machinery Company, also known as Balzer Machinery Co., a partnership, for rental of equipment and materials furnished in the sum of Nine Thousand Eight Hundred Sixty and 94/100ths Dollars ($9,860.94) agains the bond taken from Homer G. Johnson, principal and the United States Fidelity and Guaranty Company, a corporation, surety, for the work or rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County, Oregon, State Highway Contract No. 3854.

Our file No. 3455.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo C Stephens
Clerk, Records Division

NF:K
Enc.

RECEIVED
JUN 11 1954
OREGON
STATE HIGHWAY COMMISSION

[illegible] ON CARD

6-8-54 [illegible]

Lewis

RECEIVED
MAY [illegible] 1954
FOR FILING

3204

3854

May 26, 1954

Mr. George C. Bottoms, Manager
U. S. Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Wallace Trumx Oil Company against Homer G. Johnson on State Highway Contract No. 3854 for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County. The claim is in the sum of $217.63 for two truck tires furnished to A. L. Crawford, a subcontractor for Mr. Johnson.

We provide this information as your company appears as surety on the performance bond furnished with the contract mentioned.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

FAQ:md
Attach.

cc - Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

[illegible] ON CARD
5-26-54, gf

COPY

WALLACE TRUAX OIL COMPANY of SWEET HOME, INC.
Route 1 Box 1413
Sweet Home, Oregon

May 18, 1954

Secretary of State

Notarial Division

Room 122

Salem, Oregon

To the Secretary of State, State of Oregon.

Notice hereby is given that the undersigned, Wallace Truax Oil Company of Sweet Home, Inc. has a claim for two 8.25/20 12 ply B. F. Goodrich truck tires placed on a dump truck operated by A. L. Crawford as a sub-contractor for H. G. Johnson in the sum of two hundred seventeen and sixty-three dollars ($217.63) against the bond taken from Homer Johnson and United States Fidelity and Guaranty Companyfor the work of the Foster Toll Creek Section.

WALLACE TRUAX OIL CO.
of SWEET HOME, INC.

JESSE J. TRUAX

Jesse J Truax

ENDORSED
File No. 3453
Filed May 24, 1954
EARL T. NEWBRY, Secretary of State

Lewis

RECEIVED
FOR FILING
22-9304

3854

May 26, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: - Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of May 24 to which was attached three copies of a claim filed with your office by Wallace Truax Oil Company against Homer G. Johnson for tires furnished on State Highway Contract No. 3854, your file No. 3433. The claim is in the sum of $217.63.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

FAQ:md

NOTED ON CARD
5-26-54

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 24, 1954

3854

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of today a notice of claim by Wallace Truax Oil Company of Sweet Home, Inc. for two truck tires in the sum of $217.63 against the bond taken from Homer Johnson, Principal, and United States Fidelity and Guaranty Company for the work of the Foster Toll Creek Section, our file No. 3453.

We are enclosing three copies of this claim for your information and files.

Kindly acknowledge receipt of the copies.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Clerk
Records Division

NF:M
Enc.

RECEIVED
MAY 26 1954
OREGON
STATE HIGHWAY COMMISSION

5-24-54

P

RECEIVED
FEB 23 1954
FOR FILING

22-8854

3854

February 23, 1954

Balzer Machinery Co.
2136 S. E. Eighth Avenue
Portland 14, Oregon

Attention: Mr. John M. Allen

Gentlemen:

State Highway Contract No. 3854 for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County was awarded to Homer G. Johnson on February 3, 1953, completed October 31, and accepted by the Commission on December 10, 1953. Final payment has not yet been made.

The United States Fidelity and Guaranty Company, 201 Portland Trust Building, Portland, furnished the performance bond for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:md

Balzer Machinery Co.

2136 S. E. EIGHTH AVENUE, PORTLAND 14, OREGON · PHONE EA. 2143

• EQUIPMENT
for
CONSTRUCTION
LOGGING
INDUSTRY

Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Traylor Eng. & Mfg. Co.
Crushing Equipment
Universal Engineering Corp.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Screen Equipment Co.
Vibrating Screens
Pettibone-Mulliken Corp.
Buckets—Speedloaders
The Eimco Corporation
Rock Loading Equipment
Pacific Wire Rope Co.
Wire Rope
George Haiss Mfg. Co.
Bucket Loaders
Ohio Locomotive Crane Co.
Locomotive Cranes
Vulcan Iron Works
Pile Driving Machinery
Wayne Crane Division
Rubber Mounted Shovels

R. L. BALZER
Partner
J. M. ALLEN
Manager

February 19, 1954

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

In January of 1953 you awarded a contract to Mr. Homer G. Johnson, 3166 N. Greeley, Portland, Oregon, for rock production on the Foster-Toll Creek section of the Santiam Highway in Linn County.

Will you please advise us the contract number or other correct description of this work as well as the bonding company.

Also, if the job has been completed and accepted, please advise us the date.

Thank you.

Very truly yours,

BALZER MACHINERY COMPANY

John M. Allen
Manager

df

RECEIVED
FEB 23 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
FORM E-90 25M 9-51 52315

22-8304

3854

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 3, 1954

SUBJECT: File 22-8304
State Contract No. 3854

To: Memo to File

Pursuant to a request from Mr. May, I have reviewed the above captioned file and find that as of December 31, 1953 the surety on the contractor's performance bond was advised that no further payment would be made to the contractor on this contract until the state had received evidence that the outstanding claims had been satisfied.

Subsequent to this letter on January 13, 1954 our auditor was advised to release the semi-final voucher in the amount of $5738.41 which leaves in the state's hands the final retained percentage of approximately $1575.00.

Claims properly made are as follows:

Earl Wandling		$2440.61
Westland Equipment Company		100.00
Truax Oil, Inc.	$1153.52	
	217.63	1371.15
Alton Crawford		427.92
	Total	$4339.68

I am advised by the surety that Alton Crawford has filed suit in this case and the contractor has employed counsel to defend both himself and the surety company.

In discussing this case with Mr. Joe Boyce, superintendent of claims, U.S.F. & G., the surety, it is advised that Mr. Johnson alleges the claim of Wandling has been settled, but contact with attorney Joe Price of Portland indicates that said claim has not been settled.

For general information of the file, Mr. Homer Johnson is presently residing at the Palace Hotel in Portland, Oregon.

The surety has been advised by Mr. Johnson of our release of the semi-final payment. There is a question now as to whether or not the surety will attempt to construe the release of said semi-final

yellow copy filed in Legal Report

[illegible]
[illegible]
Complaints
[illegible] Johnson

payment as a pro tanto discharge of the surety by our release of the funds after they had been advised same would be withheld until the claims had been satisfied. It is my opinion that nothing further can be done to build a defense against such a discharge, but to sit on our hands and hope that the surety acquiesces in this semi-final payment.

I am currently working on research of the problems of pro tanto discharge and the state's obligation to withhold partial payments to the contractor on receipt of knowledge of claims arising out of the performance of the contract.

Earl M. Preston
EARL M. PRESTON

EMP:fb

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. 12, 1954

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

In today's mail, we received the enclosed CLAIM FOR PAYMENT of SERVICES RENDERED UNDER CONTRACT No. 3[illegible]54 by Earl Wandling which we are referring to you for further attention. The paper was mailed to this office in the attached envelope.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By M. McVay
Clerk
Records Division

[illegible]F:m
Enc.

Wandling has Joe Pine
Att. Portland
AT 5219

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

DEMAND FOR PAYMENT
of
SERVICES RENDERED UNDER CONTRACT NO. 3854

To: The Secretary of State for the State of Oregon
H. B. Glaisyer, Secretary, Oregon State Highway Commission
Salem, Oregon, and
United States Fidelity and Guaranty Co.
American Bank Building, Portland, Oregon

Gentlemen:

On December 15, 1953, the undersigned sub-contractor under State Highway Commission Contract No. 3854, filed his verified claim for the sum of $2440.61, and now makes formal demand upon you, and each of you, for payment of said amount, a reasonable time having elapsed since the filing of said claim and no objections to the claim having been made.

Demand for payment previously was made upon Homer G. Johnson, original contractor, prior to the filing of the above referred to claim, and the said Homer G. Johnson has neglected to pay the same. The undersigned demands that no money be released to Homer G. Johnson on this contract until the above claim has been paid.

Dated this 11th day of January, 1954, at Portland, Oregon.

Earl Wandling

SECRETARY OF STATE
RECEIVED
JAN 12 1954
EARL T. NEWBRY

RECEIVED
JAN 29 1954
FOR FILING

[illegible]
[illegible]

UNITED STATES FIDELITY AND GUARANTY COMPANY
GEORGE C. BOTTOMS, MANAGER
PORTLAND OFFICE
SUITE 201, PORTLAND TRUST BUILDING
319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON
TELEPHONE: BROADWAY 0464

LOTUS M. CONSER
ASSOCIATE MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

January 26, 1954

[illegible] TO OUR CLAIM FILE NUMBER
EXPEDITES HANDLING OF CLAIM

Oregon State Highway Department
Salem, Oregon

Re-53-S-403
Principal-Homer G. Johnson
Obligee-State of Oregon

3854

Attention: Mr. H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

We wish to acknowledge receipt of your letter of January 4, 1954 on the above caption, pursuant to your request.

Mr. Johnson advises me that he has recently paid the account of Truax Oil Inc. about whom you wrote us on December 15, 1953 advising that Truax Oil Company has filed with your department.

It is my understanding that there is a retained percentage in the amount of $1,569.86 which will be withheld, in keeping with your standard procedures on these matters.

Thanking you for your courtesies we remain

Yours very truly,

Jos. A. Boyce
Supt. of Claims

JAB:vm
CC/ Home Office, Surety, C. P. Bundy

Has Truax [illegible] [illegible] [illegible] ?

RECEIVED

NOTED
H. B. GLAISYER

U. S. F. & G.

RECEIVED
JAN 15 1954
FOR FILING

22-8304
3854

January 13, 1954
Salem, Oregon

Talked to Mr. [illegible] by Phone. He has received check for 1153.52, bal of 217.63 still owed for tires furnished to Trucker. He will send [illegible] a letter.

HG

NOTED
H [illegible]

Mr. C. H. Maison

You are holding in your safe the semi-final voucher in amount $5,738.41, due Homer Johnson as payment in connection with State Highway Contract No. 3854 for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County.

It will be quite satisfactory for you to release this particular warrant to Mr. Johnson immediately. Payment of the final amount on this job, however, should be held pending further notification from this office.

Very truly yours,

Secretary

1/21/54 talked to [illegible] [illegible]

HBG:ehr

cc C. H. Maison
F. A. Query

Crawford has filed suit. $3546 [illegible]

Att. Coffee for Johnson Albany

1-13-54 [illegible]

[illegible] — 2446.61 ~~2500~~ 2128.32

alt. Crawford — 527.75
427.75
100.00

(question of liability to attachment)

Treas. [illegible] 6 — 1153.52
217.63
1371.15

[redacted]

[redacted]

Ext 90

1569.86

1371.15
150

Homer Johnson ↗

2 estimates
1 - 5600.00 S.F. 5738.41
2 - not totaled about 1575.00

oil Co. claim

want S.F. now →

Longacre 9522

Homer J[illegible]

Semi final status
$5600.00

[illegible]

RECEIVED
JAN 12 1954
FOR FILING

[illegible]

[illegible]

January 12, 1954

Mr. Earl Wandling
P. O. Box 2644
Portland 3, Oregon

Dear Mr. Wandling:

We have received a copy of Demand for Payment under Contract No. 3854 addressed to the Secretary of State, the State Highway Commission and the United States Fidelity and Guaranty Company.

Although the State does not make payments directly to those who have filed claims against contracts, it is the policy of the Highway Commission to withhold payments on contracts until this office has been advised that the claims have been satisfactorily settled.

We have already advised the surety that semi-final and final payments will be made when claims against the contract have been satisfied and this office advised.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

DEMAND FOR PAYMENT
of
SERVICES RENDERED UNDER CONTRACT NO. 3854

To: The Secretary of State for the State of Oregon
H. B. Glaisyer, Secretary, Oregon State Highway Commission
Salem, Oregon, and
United States Fidelity and Guaranty Co.
American Bank Building, Portland, Oregon

Gentlemen:

On December 15, 1953, the undersigned sub-contractor under State Highway Commission Contract No. 3854, filed his verified claim for the sum of $2440.61, and now makes formal demand upon you, and each of you, for payment of said amount, a reasonable time having elapsed since the filing of said claim and no objections to the claim having been made.

Demand for payment previously was made upon Homer G. Johnson, original contractor, prior to the filing of the above referred to claim, and the said Homer G. Johnson has neglected to pay the same. The undersigned demands that no money be released to Homer G. Johnson on this contract until the above claim has been paid.

Dated this 11th day of January, 1954, at Portland, Oregon.

Earl Wandling

NOTED
H B GLAISYER

RECEIVED
JAN 12 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 5 - 1954
FOR FILING

January 4, 1954

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
201 Portland Trust Bldg.
Portland, Oregon

Dear Sir:

State Highway Contract No. 3854 for work performed on the Foster-Toll Creek Section of the Santiam Highway in Linn County was completed by the contractor, Homer G. Johnson, on October 31 and was formally accepted by the Highway Commission on December 10, 1953.

Final payment in the amount of $1,569.86 will be released to the contractor on or after January 14, 1954, providing outstanding claims are satisfied and this office advised. The total contract amount is $52,175.33 and no force account work was performed on the project.

There are several claims filed against this contract, of which you have been previously notified.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
JAN 4 - 1954
FOR FILING

[illegible]

3854

December 31, 1953

United States Fidelity and Guaranty Company
319 S. W. Washington Street
Portland 4, Oregon

Attention: Jos. A. Boyce, Supt. of Claims

Gentlemen:

You are correct in your assumption that we intend to withhold further payment to Mr. Homer G. Johnson on Contract No. 3854 until we have received evidence that the outstanding claims against this contract have been satisfied. This is standard procedure with us and is done for the protection of claimants and so that the surety may be fully advised.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm

NOTED ON CARD
12-31-[illegible]

UNITED STATES FIDELITY AND GUARANTY COMPANY
GEORGE C. BOTTOMS, MANAGER
PORTLAND OFFICE
SUITE 201, PORTLAND TRUST BUILDING
319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON

TELEPHONE: BROADWAY 0464

LOTUS M. CONSER
ASSOCIATE MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

December 29, 1953

Oregon State Highway Department
Salem, Oregon

Attention: Floyd Query

Gentlemen:

Re: 53-S-403 - Homer G. Johnson, Principal

This will acknowledge the receipt of your letter of December 22, 1953, addressed to this office on the above caption, and we note that payment to Mr. Homer G. Johnson on Contract No. 3854 is anticipated being made on or after January 2, 1954, providing outstanding claims are satisfied and your office is advised.

We are aware of the outstanding claims referred to in your letter of December 22nd and assume if we read your letter correctly the above payment will not be made to Mr. Johnson as long as these claims are outstanding. If our assumption is incorrect, please advise us, as it may be our desire to request that this office be definitely advised before all or any portion of the above amount is paid to Mr. Johnson.

May we please hear from you, and oblige.

Very truly yours,

Jos. A. Boyce

Jos. A. Boyce
Supt. of Claims

JAB:hb
cc: Mr. Homer G. Johnson - 3166 N. Greeley Ave.-Portland, Oregon
cc: Mr. Homer G. Johnson - c/o Roseland Hotel - Portland, Oregon

[illegible]

RECEIVED
DEC 30 1953
OREGON
STATE HIGHWAY COMMISSION

U. S. F. & G.

RECEIVED
DEC 3 0 1953
FOR FILING

[illegible]-8304

[illegible]

December 30, 1953

Mr. Homer C. Johnson
3166 N. Greeley Ave.
Portland, Oregon

Palace Hotel Portland

Dear Sir:

The State Highway Commission, at its meeting held on December 10, had under discussion your request for an extension of time from July 31 to October 31, 1953 within which to complete your contract No. 3854, for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

S. F. Walters,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
DEC [illegible] 53
FOR FILING

files

24-9[illegible]

3854

December 22, 1953

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
201 Portland Trust Bldg.
Portland, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Homer G. Johnson on contract No. 3854, for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County.

This payment, in the amount of $5,738.41, will be released to the contractor on or after January 2, 1954, providing outstanding claims are satisfied and this office advised. The retained percentage is $1,565.12.

There are numerous claims filed against this project of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

NOTED ON CARD

12-22-53 g

RECEIVED
DEC 16 1953
FOR FILING

Lewis

[illegible]

[illegible]

December 16, 1953

United States Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Earl Wandling against Homer G. Johnson in the amount of $2,440.61. This claim is for the hauling of rock on State Highway Contract No. 3854 awarded to Mr. Johnson for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County.

We provide this information inasmuch as your company appears as surety on the performance bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon.

[illegible]

12-16-53

DEC 1

COPY

N O T I C E

To the Secretary of State for the State of Oregon

Of Claim for Labor and Materials under Oregon Highway

Contract No. 3854

TO: The Secretary of State for the State of Oregon, and
H. B. Glaisyer, Secretary of the Oregon State Highway Commission
Salem, Oregon

Notice hereby is given that the undersigned, Earl Wandling, has a claim for labor performed on account of hauling crushed rock to stockpiles under State Highway Contract No. 3854 entered into between State Highway Commission and Homer G. Johnson, and a certain sub-contract entered into between the said Homer G. Johnson and the claimant, Earl Wandling.

That the work performed included the Foster-Toll Creek Job at Sweethome, Oregon, in the balance sum of $2440.61,(said figure including 650 yards hauled at the special instance and request of Homer G. Johnson, but later rejected by the State after being re-screened,) against the bond taken from the U. S. Fidelity and Guaranty Company for the work included in State Highway Contract No. 3854.

EARL WANDLING

STATE OF OREGON }
County of Multnomah } ss

THIS CERTIFIES that on this 14th day of December, 1953, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Earl Wandling, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(SEAL)

JOE P. PRICE
Notary Public for Oregon

My commission expires May 15, 1954

ENDORSED
File No. 3432
Filed December 15, 1953
EARL T. NEWBRY, Secretary of State

Filed 12/15/53 8:30 A.M. [illegible]

N O T I C E

To the Secretary of State for the State of Oregon
Of Claim for Labor and Materials under Oregon Highway
Contract No. 3854

REFERRED TO query BY SECRETARY

prepare usual letter & record on card

TO: The Secretary of State for the State of Oregon, and
H. B. Glaisyer, Secretary of the Oregon State Highway Commission
Salem, Oregon

Notice hereby is given that the undersigned, Earl Wandling, has a claim for labor performed on account of hauling crushed rock to stockpiles under State Highway Contract No. 3854 entered into between State Highway Commission and Homer G. Johnson, and a certain sub-contract entered into between the said Homer G. Johnson and the claimant, Earl Wandling.

That the work performed included the Foster-Toll Creek Job at Sweethome, Oregon, in the balance ~~sum~~ of $2440.61, (said figure including 650 yards hauled at the special instance and request of Homer G. Johnson, but later rejected by the State after being re-screened,) against the bond taken from the U. S. Fidelity and Guaranty Company for the work included in State Highway Contract No. 3854.

Earl Wandling
EARL WANDLING

STATE OF OREGON) ss
County of Multnomah)

THIS CERTIFIES that on this 14th day of December, 1953, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Earl Wandling, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

JOE P. PRICE
Notary Public for Oregon

My commission expires May 15, 1954

Lewis

RECEIVED
DEC 16 1953
FOR FILING

[illegible]

[illegible]

December 16, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge receipt of three copies of a claim filed with your office by Earl Wandling against Homer G. Johnson on State Highway Contract No. 3854. The claim is in the sum of $2,440.61 and bears your file No. 3432.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
12-16-53 D

1859

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Dec. 15, 1953

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of today a notice of claim by Earl Wandling, for labor performed in the sum of $2440.61 againg the bond taken from Homer G. Johnson, Principal, and U. S. Fidelity and Guaranty Company, Surety, for hauling crushed rock to stockpiles under State Highway Contract No. 3854. The work performed included the Foster-Toll Creek Job at Sweethome, Oregon, our file No. 3432.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By

Clerk
Records Division

NF:M
Enc.

RECEIVED
DEC 16 1953
OREGON
STATE HIGHWAY COMMISSION

12-15-53

RECEIVED
DEC 16 1953
FOR FILING

Linn

[illegible] 3854

3854

December 15, 1953

United States Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

We have received a letter from Trux Oil, Inc., 1322 North 15th Street, Corvallis, in which they state they have a claim against Homer G. Johnson on Contract No. 3854 for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County. This claim is for gasoline, diesel oil and oil in the sum of $1,153.52 and an additional sum in the amount of $217.63 for tires furnished to a dump truck.

This information is furnished inasmuch as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

NOTED ON CARD
12-15-53

Lewis

RECEIVED
DEC 16 1953
FOR FILING

December 15, 1953

Truax Oil, Inc.
1322 North 15th Street
Corvallis, Oregon

Attention: Mr. Jack Todd

Gentlemen:

This is to acknowledge your letter of December 10 concerning a claim that your company has against Homer Johnson on State Highway Contract No. 3854, known as rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County. This contract was completed October 31 and accepted by the Highway Commission on December 10, 1953.

The United States Fidelity and Guaranty Company, 201 Portland Trust Building, Portland, furnished the performance bond for this contract which is given to assure completion of the contract and payment of bills incurred on it. If satisfactory arrangements cannot be made with the contractor, it is suggested that you file your claim with the surety. We will also advise the surety and the contractor that your claim has been received.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is also suggested that you file your claim with the Secretary of State. We have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime this claim will be noted in our records and the Auditor has been requested to withhold further payments on this contract pending adjustment of claims which have been filed.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD
12-15-53

TRUAX OIL, INC.

1322 NORTH 15TH STREET CORVALLIS, OREGON

B. F. Goodrich Tires

10 December 1953

State Highway Commission
Salem, Oregon

Gentlemen:

In accordance with my conversation with your office we are submitting the below information.

Notice is hereby given that the Wallace Truax Oil Company of Sweet Home Inc. has a claim for gasoline, diesel, and oil in the amount of $1,153.52 used by Homer Johnson in vehicles for work done on contract number 3854 and known as the Foster Toll Creek section. Also a claim for tires used on a dump truck hauling gravel for Homer Johnson on the same contract and which Mr. Johnson stated he would pay same prior to the sale, in the amount of $217.63.

Your cooperation in this matter will be sincerely appreciated and if we have failed to supply you with the necessary information we shall submit it by return mail.

sincerely yours,

WALLACE TRUAX OIL CO.
of SWEET HOME, INC.

Jack Todd

Jack Todd

JCT:amt

12-10-53

REFERRED TO [illegible]
BY SECRETARY

prepare usual letter.
and
verif. [illegible]

Research Keeps B.F.Goodrich First in Rubber

Lewis

RECEIVED
DEC 13 1953
FOR FILING

22-2204

3854

Salem, Oregon
December 9, 1953

Contract No. 3854

Mr. C. H. Maison
Auditor
Accounting Division
Building

Dear Sir:

This week we have received two oral claims against Homer G. Johnson on Contract No. 3854. Will you, therefore, please hold up further payments on this contract until further advised from this office.

Very truly yours

Secretary

FAQ:md

NOTED ON CARD
12-9-53

12-8-53

Yesterday a man came in re a claim he has against Howie Johnson on contract 3854. He will file a written claim with us in a few days. (Claim for about $400)

Today a man representing Tucaf Oil Co. came in re a claim they have against Johnson on the same contract. They will file claim as soon as they can prepare the letter (Claim is for about $1500)

(I note in the card under date of 12-4-53 that all monies are to be released except $100)

F.Q.

Est. 6 - [illegible] 53

[illegible] 924.19 [illegible]

REFERRED TO
Querry
BY SECRETARY

Please prepare letter to Marion asking him to hold further payments on this job ~~[illegible]~~ pending further advice from us. We will hold up payments for a reasonable length of time so the claims can be filed properly, but we can't hold indefinitely.

HB

RECEIVED
DEC 8 - 1953
FOR FILING

22-7[illegible]

3854

Mrs Lewis
notes on card

Salem, Oregon
December 4, 1953

C. H. Maison
Auditor

Dear Mr. Maison:

It is my understanding that Contractor Homer G. Johnson has completed his contract, No. 3854, for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County. There now is due and payable to Mr. Johnson a portion of the retained percentage which is being held up because of certain claims, all of which Mr. Johnson disputes except one, which is an attachment in the sum of $100 served in behalf of Westland Equipment Company.

Mr. Johnson was in my office a few days ago, and we discussed his contract with the Chief Counsel, Mr. Enfield. Mr. Johnson recited the facts of the claims in considerable detail, and as a result thereof Mr. Enfield stated that he would favor releasing all monies due Mr. Johnson in connection with this work except $100 which has been attached by the Westland Equipment Company. This is the only claim against this job on record in this office.

Mr. Johnson informed me that he would pay this claim and get the attachment released immediately. Insofar as claims against this contract are concerned, you are at liberty to release to Mr. Johnson all of the monies due him on this job except as stated, the $100 that he owes to Westland Equipment Company. Mr. Johnson is quite anxious to get his money.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

NOTED ON CARD
12-4-53 gf

cc: Floyd Query

December 4, 1953

Mr. Homer G. Johnson
Highway Contractor
3166 N. Greeley Avenue
Portland, Oregon

Dear Mr. Johnson:

This note simply acknowledges your letter of December 2, 1953 concerning claims against your contract for rock production on the Foster-Toll Creek Section of the Santiam Highway, Linn County, Contract No. 3854.

It satisfies the requirements of the Chief Counsel, and I have today authorized the Auditor to release to you the monies owing on this job except $100 which has been attached by the Westland Equipment Company. You told me the other day when you were in my office that you would pay that claim immediately. If that is done and satisfactory evidence of the payment is received in this office soon, it will expedite release of your final warrant.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Floyd Query

NOTED ON CARD
12-11-53

HOMER G. JOHNSON

HIGHWAY CONTRACTOR

Home Office
3166 N. GREELEY AVE.
PORTLAND, ORE.

December 2, 1953 REPLY TO

APPROVED AS TO FORM
AND LEGALITY for payment to ... [illegible]
[illegible]
Chief Counsel

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Herbert Glaysier, Secretary

Dear Sir:

Foster-Toll Creek - Stockpiling Contract #3854

In regard to your inquiry regarding status of two claims filed against my Contract by Earl Wandling and one by E. J. Crawford, will advise as follows:

These two parties entered into a written contract as a partnership to do the hauling of the crushed rock from the crusher to the various stock piles.

They started work with their trucks about the 10th of June and worked until about the first of August, when Crawford suddenly abandoned the work and any further attention of the contract. His partner, Wandling, proceeded to carry on the work under the contract as best he could, until about eht 10th of September, when the work was finished.

This subcontract of theirs was drawn up on a standard sub-contract form with a certain price for the materials that went into each stock pile site, with measurement and payment same as the General Contractor received with the State.

The actual amount due the parties cannot be determined until the final measurements are computed by the Resident Engineer.

In accordance with the unchecked and unofficial figures, the Resident Engineer recently gave me, these hauling contractors have earned, in accordance with their contract, approximately $6,650.00 and I have paid them $6,635.44 in cash and gasoline and oil, to date. This is far beyond the terms of their contract and may be an over-payment if the final yardage should fall under the figure assumed.

I am submitting this information so no misinterpretation may be caused by the fact of their having previously filed claims for various sums with your Department.

Yours very truly,

Homer G. Johnson

cc - Mr. Joe Boyce
U.S. Fidelity & Guaranty Co.
Portland, Oregon

12-2-53 gl

LETTER TO [illegible] 12/4

ANSWERED
H. B. GLAISYER

RECEIVED
DEC [illegible] 53
FOR FILING

22-8304

3854

December 4, 1953

Oregon State Highway Commission

Request for extension of time
No. 25
December 10 and 11 Meeting

Gentlemen:

Herewith is a request from Homer G. Johnson for an extension of time on the Foster-Tell Creek Section of the Santiam Highway, Contract No. 3854, from July 31, 1953 to October 31, 1953.

The contractor started work on this project very shortly after being awarded the project but extremely wet weather conditions from February until the forepart of July made progress practically impossible. Sufficient materials were produced to take care of the 1953 maintenance program and there will be no inconvenience or loss to the State because of the overrun.

I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

EAP:js fp

Lewis

RECEIVED
DEC 2 - 1953
FOR FILING

23-73-1

37[illegible]

November 24, 1953

United States Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

We have received a letter from the State Industrial Accident Commission dated November 20 in which they write as follows:

"Notice is hereby given that we have received payment from Mr. Homer G. Johnson for the contributions due on his account. The Industrial Accident Commission therefore relinquishes its claim against the bond taken from Homer G. Johnson and surety, United States Fidelity and Guaranty Company for contributions due on the payrolls had in conjunction with the State Highway Contract number 3854."

The claim to which they refer was filed in this office on November 5, 1953, for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County.

We provide this information as your company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

[illegible]ED ON CARD
11-24-53

Lewis

RECEIVED
NOV 25 1953
FOR FILING

22 - 8304
3854

November 24, 1953

State Industrial Accident Commission
Public Service Bldg.

Attention: Mr. H. E. Osborn

Gentlemen:

Thank you for your letter of November 20th in which you state that the Accident Commission has received payment from Mr. Homer G. Johnson for contributions due on his account in connection with State Highway Contract No. 3854.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
11-24-53

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM, OREGON

ATTENTION: Collections Division

November 20, 1953

Oregon State Highway Commission
State Office Building
Salem, Oregon

Re: Firm # 33210
Homer G. Johnson
Sweet Home, Oregon

Gentlemen:

Notice is hereby given that we have received payment from Mr. Homer G. Johnson for the contributions due on his account. The Industrial Accident Commission therefore relinquishes its claim against the bond taken from Homer G. Johnson and surety, United States Fidelity and Guaranty Company for contributions due on the payrolls had in conjunction with State Highway Contract number 3854.

Very truly yours,

COLLECTIONS DIVISION

H. E. Osborn
Assistant Commissioner

JSF/nc

RECEIVED
1953
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
[illegible]
BY SECRETARY

[illegible]

ACKNOWLEDGED
11-2[illegible]-53

Lewis

RECEIVED
NOV 19 1953
FOR FILING
22-8304

325-1

November 17, 1953

United States Fidelity & Guaranty Company
W. Talbot Sinclair, Manager
201 Portland Trust Building
Portland, Oregon

Gentlemen:

Attached is an amended copy of a claim which has been filed with the Secretary of State by Alton Crawford. This claim which takes the place of a previous claim in the amount of $1757.28, is in connection with State Highway Contract No. 3854 for Rock Production on the Foster-Toll Creek Section of the Santiam Highway.

You will note in the claim that a part of the original claim of $1757.28 has been paid, leaving a balance due of $427.92.

We provide this information as your company appears as surety on the performance bond furnished with the contract mentioned above.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

cc Karl H. Doerre
1112 Cascade Building
Portland 4, Oregon

Homer G. Johnson

NOTED ON CARD
11-17-53

AMENDED NOTICE OF CLAIM

TO: The Secretary of State of the State of Oregon:

Notice hereby is given that the undersigned, Alton Crawford, has a claim for hauling rock with his dump truck in the sum of Four Hundred Twenty Seven and 92/100 Dollars against the bond taken from HOMER G. JOHNSON, as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, as Surety, jointly and severally, for the work of producing rock and stock piling rock under Contract No. 3854 which was entered into between the said HOMER G. JOHNSON and the State Highway Commission.

The total amount due to the undersigned was originally $1,757.28, upon which the said HOMER G. JOHNSON has paid the undersigned the sum of $1,050.00. The said HOMER G. JOHNSON has also paid Truax Oil Company, Sweet Home, Oregon, the sum of $279.36 on the account of the undersigned, and that amount has been deducted from the total amount due, leaving the balance of $427.92.

Dated at Sweet Home, Oregon, this 4th day of November, 1953.

ALTON CRAWFORD

ENDORSED
File No. 3414
Filed—November 12, 1953
EARL T. NEWBRY, Secretary of State

RECEIVED
NOV 19 1953
FOR FILING

[illegible]

3854

Lewis 8

November 17, 1953

Hon. Earl T. Newbry
Secretary of State
CAPITOL

Attention E. Libby

Dear Mr. Newbry:

We acknowledge with thanks your letter of November 12 to which was attached three copies of an amended claim filed with your office by Alton Crawford against Homer G. Johnson.

This amended claim is in the sum of $427.92 against State Highway contract No. 3854, your file No. 3414.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

FAC:ehr

NOTED ON CARD
11-17-53 g

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Nov. 12, 1953

3854

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Earl McFarlan, Attorney, Sweet Home, and filed as of this date the amended notice of claim by Alton Crawford, in the sum of $427.92, against the bond taken from Homer G. Johnson, Principal, and United States Fidelity and Guaranty Company, Surety, for work of producing rock and stock piling rock under Contract No. 3854, our file No. 3414.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By

Clerk
Records Division

NF:M
Enc.

RECEIVED
NOV 16 1953
OREGON
STATE HIGHWAY COMMISSION

[illegible] ON CARD

11-12-53

Lewis

RECEIVED
NOV 16 1953
FOR FILING

[illegible]-8201

3854

November 10, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of November 5th to which was attached three copies of a claim filed with your office by the State Industrial Accident Commission against Homer G. Johnson on State Highway Contract No. 3854.

This claim is for contributions due the Accident Commission in the sum of $855.17 and bears your file No. 3421.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
11-10-53

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

November 5, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from H. E. Osborn, Assistant Commissioner, State Industrial Accident Commission, Salem, Oregon and filed as of this date, a notice of claim by the State Industrial Accident Commission for contributions in the sum of $855.17, against the bond taken from Homer G. Johnson, principal and United States Fiedlity and Guaranty Company, surety, for the work of Foster-Toll Creek rock production project on the Santiam Highway east of Foster, Oregon, State Highway contract number 3854. Our File No. 3421.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

M. McVay

By
Clerk, Notarial Division

NF:K
Enc.

REFERRED TO [illegible]
BY SECRETARY

Please [illegible] [illegible]

11-6-53

RECEIVED
NOV 16 1953
FOR FILING

22 - [illegible]

[illegible]

Lewis

November 10, 1953

United States Fidelity & Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: Mr. W. Talbot Sinclair, Manager

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by the State Industrial Accident Commission against Homer G. Johnson on State Highway Contract No. 3854 for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County. The claim is for contributions due the Accident Commission in the sum of $855.17.

We provide this information as your company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

NOTED ON CARD

11-10-53

RECEIVED
NOV 16 1953
FOR FILING

[illegible]

[illegible]

mrs Lewis

November 10, 1953

Mr. H. E. Osborn
Assistant Commissioner
State Industrial Accident Commission
Public Service Bldg.

Dear Mr. Osborn:

We have received a copy of your claim filed with the Secretary of State against Homer G. Johnson. This claim is in the sum of $855.17 for contributions due the Accident Commission.

The claim has been entered in our records and we have notified the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
11-10-53

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM, OREGON
ATTENTION: Collections Division

November 4, 1953

Oregon State Highway Commission
State Office Building
Salem, Oregon

Re: Firm # 33210, Homer G. Johnson
Sweet Home, Oregon

Gentlemen:

Notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $855.17 based on an audit made of payroll records through September 30, 1953, against the bond taken from Homer G. Johnson and surety, United States Fidelity and Guaranty Company for the work of Foster- Toll Creek rock production project on the Santiam Highway east of Foster, Oregon, State Highway contract number 3854.

The above amount is believed to be the total contributions due on this Oregon state project. The balance is derived from payroll records presented to our representative and should be final unless discrepancies are discovered.

STATE INDUSTRIAL ACCIDENT COMMISSION

H. [illegible]. Osborn
Assistant Commissioner

JSF/nc
cc- Secretary of State
Capitol Building
Salem, Oregon
cc- United States Fidelity & Guaranty Co.
c/o Karl H. Doerre
201 Portland Trust Bldg.
Portland, Oregon
cc- Homer G. Johnson
Tourist Motel
Sweet Home, Oregon

REFERRED TO
[illegible]
BY SECRETARY

[illegible]

11-11-53

Form E-1—10M—11-51

22-8304

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 31, 1953, 19

Section Foster-Toll Creek

Kind of work Rock Production

Highway Santiam

Section prefix 22-8304

Contractor Homer G. Johnson

Contract number 3854

Date of contract Feb. 3, 1953, 19

Date of completion July 31, 1953, 19

Date work started March 30, 1953, 19

Estimated date of completion Nov. 20, 1953, 19

Amount of contract $54,677.01

Per cent of time elapsed 151 %

Estimated cost of completed project, exclusive of engineering $53,000

Per cent of contract completed, based on total contract price 95 %

Engineering cost to date $3500/4185.50, 84 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor rescreened ¼-10 mesh at Sites A & B and set up and started on Site C Friday. should complete next week. He has been notified to square up piles for remeasurement. Samples from rescreening have been submitted to the laboratory from A & B. Product appears satisfactory, however an inspector is assigned to watch the operation.

NOTED
H. G. SMITH

NOTED
FORREST COOPER

RECEIVED
NOV 2 1953
OFFICE OF
CONSTRUCTION ENGINEER

Signed Walter

Address Box 324, Albany.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

The information for this part of the report is too vague to be of value. The contract is complete except for rescreening ½-10 mesh material to comply with the specifications.

No further report will be made until the work is done, remeasure and finaled. Inspector is logging operations.

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Morning fog		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Cldy		
Friday	"		
Saturday			

State Printing 53382

FORM 2-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 27, 1953

U. S. Fidelity and Guarantee Co.
201 Portland Trust Building
Portland, Oregon

NOTED
H. B. GLAISYER

NOTED
F. QUERY

Attention: Mr. W. Talbot Sinclair

Re: Oregon State Highway
Contract No. 3854
Homer O. Johnson

Gentlemen:

This is to advise you that there was served on the State Highway Commission a Writ of Attachment and Notice of Garnishment issued out of the District Court of the State of Oregon for the County of Multnomah in the case of Westland Equipment Company, a corporation, plaintiff, v. Homer Johnson, defendant, levying upon any monies due the defendant under the above mentioned contract. It would appear from the writ served upon the Commission that the plaintiff is claiming the sum of $130.00.

We have no knowledge as to whether the sum claimed by the plaintiff arises out of or is in connection with labor or material furnished in connection with the above mentioned contract, but it will be necessary that the said attachment be released before final payment can be made on the sum.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:ab

cc: Karl Doerre
201 Portland Trust Bldg.
Portland, Oregon

cc: Homer O. Johnson
3166 N. Greeley Ave.
Portland, Oregon

cc: C. H. Maison
cc: H. B. Glaisyer

REFERRED TO
Query - Mrs Lewis
BY SECRETARY

notes on card

NOTED ON CARD

FORM E-120 50M REVISED 2-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 23, 1953

Mr. Denver Young, Sheriff
Marion County
Court House
Salem, Oregon

Contract No. 3854
Homer Johnson

Attention: Mrs. Malstrom

Dear Madam:

This is by way of response to the writ of attachment and notice of garnishment served on the Highway Commission in connection with the case of Westland Equipment Company, a corporation, plaintiff, vs. Homer Johnson, defendant.

Please be advised that there is in the custody and under the control of the Highway Commission the sum of $3,924.19 earned by the above named defendant and as yet unpaid in connection with State Highway Contract No. 3854.

Please also be advised that the above funds are declared by law to be trust funds and can be employed only in connection with payment of claims incurred in the performance of said contract. If the claim in connection with which the attachment has been made is for labor or materials furnished in connection with said contract, then the funds in the custody of the Highway Commission are subject to such attachment to the extent of the amount of the claim, but if the claim is unrelated to the job then the only money earned by the contracters which would be subject to the attachment would be profits on the job.

We have advised our auditor to withhold from final settlement sufficient to cover the amount of this claim until it can be determined whether the plaintiff has a right to money earned under the contract.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:ew
cc: C. H. Maison
cc: H. B. Glaisyer

NOTED ON CARD

RECEIVED
OCT 30 1953
FOR FILING

[illegible]

3854

Mrs Lewis
note on card

October 22, 1953

Mr. Earl McFarlan
Attorney at Law
1017 M Street
Sweet Home, Oregon

Dear Mr. McFarlan:

As requested in your letter of October 21, we are sending by separate mail a certified copy of Contract and Bond No. 3854 awarded to Homer G. Johnson for work on the Foster Toll Creek Section of the Santiam Highway in Linn County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
11-22-53

P. O. BOX 308

PHONE 1461

EARL McFARLAN
ATTORNEY AT LAW
1017 M STREET
SWEET HOME, OREGON

October 21, 1953

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer,
Secretary

Re: Contract No. 3854

Dear Mr. Glaisyer:

Homer G. Johnson has not settled the claim of Alton Crawford for hauling rock with his dump truck on the Foster-Toll Creek section of the Santiam Highway in Linn County. Please forward certified copies of the Bond and Contract No. 3854 to this office. Mr. Crawford has previously filed his claim with the Secretary of State. Thank you very much.

Very truly yours,

Earl McFarlan

Earl McFarlan

EM/ea

REFERRED TO
[illegible]
BY SECRETARY

[illegible]

RECEIVED
OCT 22 1953
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
10-21-53

RECEIVED
FOR FILING

[illegible]-3854

3854

P. O. BOX 308

PHONE 1461

EARL McFARLAN
ATTORNEY AT LAW
1017 M STREET
SWEET HOME, OREGON

October 6, 1953

Oregon State Highway Dept.
Salem, Oregon

NOTED
F. QUERY

Attention: H. B. Glaisyer,
Secretary.

Re: Contract No. 3854

Dear Mr. Glaisyer:

Homer G. Johnson has not settled the claim of Alton Crawford for hauling rock with his dump truck on the Foster-Toll Creek section of the Santiam Highway in Linn County. If Mr. Crawford's claim is not settled soon, we will request certified copies of the bond and contract and suit will be filed. I certainly hope that a settlement may be reached so that suit will not be necessary. We certainly appreciate your cooperation in this matter.

Very truly yours,

Earl McFarlan

Earl McFarlan

EM/ea

RECEIVED
[illegible] 1953
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
10-6-53

Lewis

RECEIVED
[illegible] 14 1953
FOR FILING

[illegible]

3854

October 5, 1953

Mr. Earl Wandling
P. O. Box 2644
Portland, Oregon

Dear Mr. Wandling:

Thank you for your prompt reply to our letter of October 2nd advising us that Homer G. Johnson still owes you $2,128.22 on State Highway Contract No. 3854.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

FAQ:md

NOTED ON CARD
10-5-53

P. O. Box 2644
Portland, Oregon
October 3, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Sir:

This is in reply to your letter of October 2, 1953, in regard to the $3,600.00 claim against Homer G. Johnson in connection with contract No. 3854, Foster-Toll Creek job.

At the time I filed the $3,600.00 claim with you, it was a correct figure according to the Engineers estimate. Since that time I have collected some money and completed the job.

According to the Engineers stakes as to the amount in the piles, I still have a balance of $2,128.22 due me.

Mr. Johnson has made several appointments with me to settle this account but has failed to keep them.

Very truly yours,

Earl Wandling

Earl Wandling

EW:cp

RECEIVED
OCT 5 1953
OREGON
STATE HIGHWAY COMMISSION

10-3-53

Lewis

RECEIVED
[illegible] 1953
FOR FILING

[illegible]

3854

October 5, 1953

United States Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: Mr. W. Talbot Sinclair, Manager

Gentlemen:

We have today received a letter from Earl Wandling concerning his claim against Homer G. Johnson on State Highway Contract No. 3854 for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County. Mr. Wandling reaffirmed the original claim amount of $3,600, but states that since that time he has collected some money but still has a balance due him of $2,128.22.

This information is provided as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

FAQ:md

cc - Mr. Karl H. Doerre
201 Portland Trust Building
Portland, Oregon

Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

NOTED ON CARD
10-5-53, g

RECEIVED
OCT 53
FOR FILING

[illegible]

[illegible]

October 2, 1953

Mr. Earl McFarlan
Attorney at Law
1017 M Street
Sweet Home, Oregon

Dear Mr. McFarlan:

We have on record a claim filed by Alton Crawford against Homer G. Johnson in connection with contract No. 3854, for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County. This claim is in the sum of $527.70 for hauling rock with dump truck.

Since this claim was filed by you on behalf of Mr. Crawford will you please advise this office at your earliest convenience as to whether or not a settlement of the claim has been effected.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded 10/2

RECEIVED
[illegible]
FOR FILING

[illegible]

[illegible]

October 2, 1953

Mr. Earl Wandling
P. O. Box 2644
Portland 3, Oregon

Dear Sir:

Our records show a claim filed by you on August 5 against Homer G. Johnson in connection with contract No. 3854, for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County. This claim is for hauling crushed rock in the sum of $3,600.

Please notify this office immediately whether settlement of this claim has been made by Mr. Johnson.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Recorded 10/2, gl

Mrs Lewis

RECEIVED
[illegible] 1953
FOR FILING

22-8304
3854

Salem, Oregon
September 29, 1953

Memo to C. W. Enfield

Attached is a Notice of Garnishment by Westland Equipment Co. against Homer Johnson on State Highway Contract No. 3854. This garnishment is in the sum of $100.00.

Secretary

FAQ:md
Attach.

cc - C. H. Maison

NOTED ON CARD
9-29-53 gl

FORM E-30 25M 9-51 93918

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 24, 1953

SUBJECT:

To:

H. B. Glaisyer
Secretary
BUILDING

The attached Notice of Garnishment in the case of Westland Equipment Company vs. Homer Johnson was served on the Accounting Division this afternoon.

At the present time, payment is due and the warrant is expected shortly on Johnson's contract #3854. Instructions have been issued that this warrant is not to be delivered without your approval.

C. H. Maison
Auditor

By: D B Taylor
D. B. Taylor
Assistant Auditor

DBT:wm

Enclosure.

cc: John Herr

Query
have Mrs Lewis note this on the card.
then forward to Legal Dept.
but - keep the letter. HBG

9-24-53, gl

RECEIVED
FOR FILING

[illegible]

[illegible]

[illegible]

September 15, 1953

Mr. Earl McFarlan
Attorney at Law
1017 M Street
Sweet Home, Oregon

Dear Mr. McFarlan:

We have received from your office two copies of a claim which you have filed with the Secretary of State in behalf of Alton Crawford against Homer G. Johnson on State Highway Contract No. 3854. This claim is in the sum of $527.70. We have also been advised by the Secretary of State's Office that your claim has been filed with them.

As there seems to be some question as to whether you will need certified copies of Contract No. 3854, we will not send them until we hear further from you. If you do request a certified copy of the contract at a later date, please submit a form of affidavit stipulating the purpose for which the copy is secured. We will be pleased to furnish it upon request.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

noted
9(

P. O. BOX 308 PHONE 1461

EARL MCFARLAN
ATTORNEY AT LAW
1017 M STREET
SWEET HOME, OREGON

September 9, 1953

[illegible] /
[illegible] reply to
[illegible] [illegible]
9-11-53

State Highway Commission
State of Oregon
Salem, Oregon

Attention: H. B. Glaisyer

Re: Contract No. 3854

Dear Mr. Glaisyer:

I am enclosing a copy of the Claim which I have mailed today to the Secretary of State for filing, and a copy of application for certified copy of contract and bond. not incl.

Very truly yours,

Earl McFarlan
Earl McFarlan

EM/ea

Enc: (2)

P.S. You will not need to prepare and send the certified copies for a week or ten days, as this claim might be settled by that time and the copies would not be needed.

Earl McFarlan

RECEIVED

CLAIM

TO: The Secretary of State of the State of Oregon;

Notice hereby is given that the undersigned, ALTON CRAWFORD, has a claim for hauling rock with his dump truck on the rock production project on the Foster-Toll Creek section of the Santiam Highway in Linn County, Oregon in the sum of $527.70 against the bond taken from Homer G. Johnson, as principal, and The United States Fidelity and Guaranty Company, as surety, for the work of producing rock under Contract No. 3854 which was entered into between the said Homer G. Johnson and the State Highway Commission.

The total amount due to the undersigned was originally $1,757.28, upon which the said Homer G. Johnson has paid the undersigned the sum of $1,050.00. The said Homer G. Johnson has also paid Truax Oil Company, Sweet Home, Oregon, the sum of $179.58 on the account of the undersigned, and that amount has been deducted from the total amount due, leaving the balance of $527.70.

Dated at Sweet Home, Oregon, this 9th day of September, 1953.

Alton Crawford

CLAIM

TO: The Secretary of State of the State of Oregon;

Notice hereby is given that the undersigned, ALTON CRAWFORD, has a claim for hauling rock with his dump truck on the rock production project on the Foster-Toll Creek section of the Santiam Highway in Linn County, Oregon in the sum of $527.70 against the bond taken from Homer G. Johnson, as principal, and The United States Fidelity and Guaranty Company, as surety, for the work of producing rock under Contract No. 3854 which was entered into between the said Homer G. Johnson and the State Highway Commission.

The total amount due to the undersigned was originally $1,757.28, upon which the said Homer G. Johnson has paid the undersigned the sum of $1,050.00. The said Homer G. Johnson has also paid Truax Oil Company, Sweet Home, Oregon, the sum of $179.58 on the account of the undersigned, and that amount has been deducted from the total amount due, leaving the balance of $527.70.

Dated at Sweet Home, Oregon, this 9th day of September, 1953.

Alton Crawford

RECEIVED
FOR FILING

22-3854

[illegible]

Lewis

September 15, 1953

United States Fidelity and Guaranty Company
201 Portland Trust Building
Portland, Oregon

Attention: Mr. W. Talbot Sinclair

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Earl McFarlan in behalf of Alton Crawford against Homer G. Johnson in the sum of $527.70. This claim is for hauling rock with a dump truck on State Highway Contract No. 3854 for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County.

This information is provided as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Karl H. Doerre
201 Portland Trust Building
Portland, Oregon

Mr. Homer G. Johnson
3166 N. Greeley Avenue
Portland, Oregon

NOTED ON CARD
2-15-53 8

AFFIDAVIT AND APPLICATION FOR CERTIFIED COPY
CONTRACT AND BOND

STATE OF OREGON)
) ss.
County of Linn)

I, ALTON CRAWFORD, being first duly sworn, depose and say:

That Homer G. Johnson entered into a contract with the State Highway Commission, State of Oregon, Contract No. 3854, to produce rock at the rock production project on the Foster-Toll Creek section of the Santiam Highway in Linn County, Oregon. The said Homer G. Johnson hired me to haul rock with my dump truck on the said project and I did haul rock on the said project. The said Homer G. Johnson now owes me a balance of $527.70 for hauling rock for him on said project.

I hereby make application to the State Highway Commission for a certified copy of the said Contract No. 3854 and a certified copy of the bond which was furnished by Homer G. Johnson to qualify for the contract. I authorize the State Highway Commission to forward these copies to me in care of my attorney, Earl McFarlan, Post Office Box 308, Sweet Home, Oregon.

ALTON CRAWFORD

Subscribed and sworn to before me this 9th day of September, 1953.

EARL McFARLAN
Notary Public for Oregon.
My Commission Expires May 16, 1954.

(SEAL)

ENDORSED
File No. 3414
Filed Sept. 11, 1953
EARL T. NEWBRY, Secretary of State

[illegible]CEIVED
SEP 16 1953
FOR FILING

Lewis

[illegible] - 7304

3854

September 15, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

Thank you for advising us of the claim filed with your office by Alton Crawford against Homer G. Johnson on State Highway Contract No. 3854.

This claim was for dump truck hauling in the sum of $527.70 and bears your file No. 3414.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
9-15-53

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Sept. 11, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Earl McFarlan, Attorney, Sweet Home, and filed as of this date an affidavit by Alton Crawford for hauling rock with dump truck in the sum of $527.70, against the bond taken from Homer G. Johnson, Principal, Highway Contract No. 3854, our file No. 3414.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By

Clerk
Records Division

NF:M
Enc.

9-11-53 g

RECEIVED
SEP 1953
FOR FILING

22-8304

3854

September 11, 1953

Stern, Reiter & Day
Attorneys at Law
Cascade Building
Portland 4, Oregon

Attention: Mr. Carlton R. Reiter

Gentlemen:

Mr. Homer G. Johnson is at present working on State Highway Contract No. 3854 for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County. We have been advised that he has his local office set up in Cascadia; however, correspondence and payments to him on this contract are mailed to 3166 North Greeley Avenue, Portland.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

STERN, REITER & DAY
ATTORNEYS AT LAW
CASCADE BUILDING
PORTLAND 4, OREGON

SOL STERN
CARLTON R. REITER
FRANK E. DAY

ATWATER 9383

September 10, 1953

State Highway Commission
Salem, Oregon

3854

Re: Homer Johnson

Gentlemen:

estimates are mailed to →

Please advise us whether Homer Johnson, formerly of 3166 N. Greeley, Portland, Oregon is presently engaged in any contract or sub-contract work for or on behalf of the State. If you find that Homer Johnson is now employed as such, will you please advise us where we can reach him by mail.

Very truly yours,

STERN, REITER & DAY

Carlton R. Reiter

Carlton R. Reiter

working Office

CRR:MC

REFERRED TO [illegible] BY SECRETARY

RECEIVED

RECEIVED
[illegible] 1953
FOR FILING

[illegible]

3854

August 12, 1953

Mr. Earl Wandling
Post Office Box 2644
Portland 3, Oregon

Dear Mr. Wandling:

This is to acknowledge your letter of August 5 in which you state that Homer G. Johnson owes you $3,600.00 for hauling crushed rock on State Highway Contract No. 3854 on the Foster-Toll Creek Section of the Santiam Highway in Linn County.

The United States Fidelity and Guaranty Company through Karl H. Doerre, 201 Portland Trust Building, Portland, furnished the performance bond for this contract. This bond is given to assure completion of the work and payment of all bills incurred on the contract.

The State does not make payments direct to claimants as we have no way of authenticating the claims. However, these claims are noted in our records and we advise the contractor and the surety that they have been received.

This contract has not yet been completed, but if you wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. Attached is an excerpt from the Oregon Laws outlining the procedure for such a filing.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

8-12-53

Mr. Earl Wandling
P. O. Box 2644
Portland 3, Oregon
August 5, 1953

Mr. H. B. Glaisyer
Oregon State Highway Commission
Highway Building
Salem, Oregon

Dear Mr. Glaisyer:

This will confirm my oral conversation with your office on Tuesday, August 4, 1953, in regard to the Homer Johnson contract No. 3854.

At that time your office instructed me to inform you by letter of any claim or claims that I might have in regard to the above contract.

I have a written agreement or sub-contract with Mr. Johnson for the transporting or hauling of the crushed rock. The original copy of which is filed with Mr. Walker, the Division Engineer.

At this time I have received no compensation for my portion of this contract. To date there is approximately $3,600 due me.

The total compensation for this job as per agreed upon, on a yardage basis by stock-pile measure will be approximately $8,000 when the job is completed. However, I have been requested by Mr. Johnson to do extra hauling which I have done. The amount for this extra hauling to date is $72.00.

As agreed between Mr. Johnson and myself, I was to receive full payment for work done as he received each estimate. I have been informed by Mr. Probert's office that Mr. Johnson has received his estimate and failed to pay as agreed.

I will appreciate your cooperation in this matter by acknowleding the receipt of this letter and also any further instructions you might give me.

Very truly yours,

Earl Wandling

Earl Wandling
P. O. 2644
Portland 3, Oregon

EW:lw

cc: Mr. Karl H. Doerre
United States Fidelity & Guaranty Co.

RECEIVED
AUG 14 1953
FOR FILING

22-8304

[illegible]

Lewis

August 12, 1953

United States Fidelity & Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Gentlemen:

We have received a letter from Mr. Earl Wandling, Post Office Box 2644, Portland 3, in which he states that Mr. Homer G. Johnson owes him approximately $3,600.00 for rock hauling performed by Mr. Wandling on State Highway Contract No. 3854. This contract was awarded to Homer G. Johnson for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County.

This information is furnished as your Company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Karl H. Doerre
201 Portland Trust Building
Portland, Oregon

Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland, Oregon

NOTED ON CARD
8-12-53

RECEIVED
JUL 1953
FOR FILING

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3824

4332

July 7, 1953

Mr. Homer G. Johnson
3166 Greeley
Portland 1, Oregon

Dear Sir:

Answering your wire of this date, the law regarding the pollution of streams is very definite, and the State Highway Commission cannot recommend any violation of the law to the Fish Commission. Contractors have been arrested many times, and in other cases have gotten into serious suits over the pollution of streams used for industrial or agricultural purposes.

There are many devices by which the rock can be cleaned and pollution avoided, and the specifications provide that you construct suitable settling basins for the purification of the water.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

cc Mr. Homer G. Johnson
Sweet Home, Oregon
Mr. H. G. Smith

HGS: fp

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1220

(37)

JUL 7 9 45

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

The filling time sh... in telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA064

PR.LLC134 LONG DL PD=SWEETHOME ORG 7 730AMP=

STATE HIGHWAY ENGRS=
SALEM ORG=

PLEASE RETURN TO
W. C. WILLIAMS

STATE FISH DEPT ATTEMPTING TO CLOSE OUR OPERATION HERE ON ACCOUNT OF WATER FROM WASHING OPERATION GOING BACK IN RIVER OWING TO LOCATION ALMOST NO FEASIBLE SOLUTION FROM ANY PONDING OR FILTERING PLAN AND FURTHER MORE FOREST SERVICE WOULD HAVE TO CONCUR WE HAVE TROUBLE ENOUGH NOW WITH THEM GETTING ENOUGH ROOM TO WORK. THIS THING IS LIABLE TO COST SOME BODY SOME MONEY IF THERE IS A DELAY OF ANY EXTENT TO OUR OPERATION STOP ROCK IS TOO DIRTY TO DRY SCREEN IN VIEW OF THIS BEING STATE SELECTED QUARRY AND SET UP SITE MATTER SHOULD BE BROUGHT OUT ON HIGHER LEVEL WITH FISH DEPARTMENT THEN UP HERE=

HOMER JOHNSON=

NOTED
W. C. WILLIAMS

No. 4332
By 7-cw

ASSIGNMENT

Date: July 7, 1953

Description: **Telegram from Homer Johnson (July 7) regarding trouble he is having because Fish Dept. is attempting to close their operations because of water from washing operation going back in river** ✓

Acknowledged by _____ Referred to __ Smith __________

Investigate and report with recommendation
xxx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________ __ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 7-7-53 Report received ________

Remarks:

RECEIVED
MAY 6 1953
FOR FILING

92-3854

3854

May 1, 1953

Mr. Homer G. Johnson
3166 N. Greeley Ave.
Portland, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3854, which was awarded to you on February 3, 1953 by the State Highway Commission, for rock production on the Foster-Toll Creek Section of the Santiam Highway in Linn County. This copy is for your files.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl
encl. 1

RECEIVED
MAY [illegible] 1953
FOR FILING

AGENDA
FEB 17 1953

[illegible]

3854

February 3, 1953

Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland 12, Oregon

Dear Mr. Johnson:

The State Highway Commission on January 22 accepted your proposal to furnish crushed rock or crushed gravel for the Foster-Toll Creek Rock Production Project on the Santiam Highway in Linn County for the sum of $52,322.50, and on the same day awarded Contract No. 3854 to you subject to clearance of right of way matters. This note is to inform you that such condition has now been satisfied.

Pursuant to instruction from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ms

cc - Mr. W.M. Fransen
Mr. H.G. Smith
Mr. S.H. Probert
Mrs. Goldie Lewis

confirm

E.R.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	LETTER TELEGRAM ☐
VICTORY LETTER ☐	SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 3, 1953
8:45 a.m.

Mr. Homer G. Johnson
3166 North Greeley Avenue
Portland 12, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Foster-Toll Creek Rock Production Project on Santiam Highway in Linn County for which you submitted low bid on January 22. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

NFORMATION
ccounting (5001-900)
iles
, W. Head

RECEIVED
FEB 2 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED FOR FILING

FORM E-20 25M 9-51 52319

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1953

NOTED
W. C. WILLIAMS

SUBJECT: Foster Toll Creek
Rock Production
Santiam Highway
Linn County

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

I have been advised that the special use permit from the U. S. Forest Service for the quarry to be used on this project has been secured.

As far as the Right of Way Department is concerned, this contract may be awarded.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

RECEIVED
FEB 2 1953
OFFICE OF
STATE HIGHWAY ENGINEER

BFI-36(9) Rowena-Chenoweth Cr. Unit 1953
Structs., Columbia River Hwy.
#3855

RECEIVED
JUL 8 - 1955
FOR FILING

EFI-36 (1)
[illegible]
[illegible]

July 7, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover four copies of a final voucher for the Rowena-Chenoweth Creek Section, Project No. EFI-36 (9), in the amount of $348,898.00.

In accordance with G.A.M. 339, this voucher is a first submission final for your audit of our records and not for the purpose of requesting payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

JM:ia

RECEIVED
FOR FILING
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 28, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3855	11-final	JOHNSON & AMENS	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
7929	5-92742	$ 10,466.41	4/27/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Widlander
ACCOUNTING DIVISION

Specified completion Date: April 30, 1954

Time Extensions: None

Completion Date: March 19, 1954

Date Accepted: April 1, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-30-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By Floyd Query
Assistant Secretary

Warrant Mailed: APR 30 1954

NOTED ON CARD
4-30-54

ECEIVED
APR 1 9 1954
FOR FILING

[illegible] (7)
[illegible] (8)
3855

April 19, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3855 for work performed on the Rowena-Chenoweth Creek Unit of the Columbia River Highway in Wasco County was completed by the contractor, Johnson & Amens, on March 19 and was formally accepted by the Highway Commission on April 1, 1954.

Final payment in the amount of $10,468.41 will be released to the contractor on or after April 29, 1954. The total contract amount is $88,671.87, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

4-19-54

J. Y. C.

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Interstate Project No. I-36(8)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of July, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of October, 1952, a program, which was approved on the 7th day of November, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 6th day of January, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-one thousand and 00/100 dollars ($41,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

A4.62

GPO 16—11379-5

arl

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available n the following manner, to wit:

(a) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; (Include date and citation of Chapter 529, Laws 1939. act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1894+92 in the NE 1/4, Section 11, T. 2 N., R. 12 E., W.M., and survey station 2116+45 in the NW 1/4, Section 21, T. 2 N., R. 13 E., W.M., except stations 1895+80 to 2115+55,

, length 0.034 miles, in Wasco County,

being Oregon Federal Aid / Interstate project No. I-36(8), consisting of 0.000 miles of

roadway and two bridges, each of more than 20 feet clear span, 0.034 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-one thousand and 00/100 dollars ($41,000.00), which does not exceed the authorized Federal pro rata share of sixty-six thousand, three hundred thirty-five and 50/100 dollars ($66,335.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

OK

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By

Acting *Division Engineer,*
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—11879-4

JUL 27 [illegible]
OREGON

Oregon State Highway Department

Federal Aid Project
No. I-36 (8)

ROWENA-CHENOWETH CREEK SECTION (STRUCTURES)
OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 19, 1953

Type Code X220
Rowena Interchange (Sta. 1894+92 to Sta. 1895+80)(Contract No. 3855)

430	Cu. Yds.	Structural Excavation	$ 8.00	$ 3,440.00
10	Cu. Yds.	Excavation Below Elevation Shown	10.00	100.00
450	Cu. Yds.	Class "A" Concrete	62.00	27,900.00
103,000	Lbs.	Metal Reinforcement	0.115	11,845.00
40	Lin. Ft.	6-inch Metal Drain Pipe	4.00	160.00
				$43,445.00

Type Code X221
Taylor Subdivision Overcrossing (Sta. 2115+55 to Sta. 2116+45)(Contract No. 3855)

125	Cu. Yds.	Structural Excavation	$ 8.00	$ 1,000.00
10	Cu. Yds.	Excavation Below Elevation Shown	10.00	100.00
180	Cu. Yds.	Class "A" Concrete	62.00	11,160.00
40,000	Lbs.	Metal Reinforcement	0.115	4,600.00
				16,860.00
		Subtotal		$60,305.00
		10% Engr. & Cont.		6,030.50
		Total		$66,335.50

Length of Structures 0.034 Mile

Federal Funds	$41,000.00
State Funds	25,335.50
	$66,335.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. I-36 (8)

ROWENA-CHENOWETH CREEK SECTION (STRUCTURES) OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 5, 1953

Type Code X220
Rowena Interchange (Sta. 1894+92 to Sta. 1895+80)

430	cu. yds.	Structural Excavation	$10.00	$ 4,300.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
450	cu. yds.	Class "A" Concrete	75.00	33,750.00
103,000	lbs.	Metal Reinforcement	0.11	11,330.00
40	lin. ft.	6-inch Metal Drain Pipe	3.00	120.00
				$49,700.00

Type Code X221
Taylor Subdivision Overcrossing (Sta. 2115+55 to Sta. 2116+45)

125	cu. yds.	Structural Excavation	$10.00	$ 1,250.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
180	cu. yds.	Class "A" Concrete	75.00	13,500.00
40,000	lbs.	Metal Reinforcement	0.11	4,400.00
				$19,350.00

Subtotal	$69,050.00
10% Engr. & Cont.	6,905.00
Total	$75,955.00

Length of Structures 0.034 Mile

Federal Funds- -	$47,000.00
State Funds- -	28,955.00
	$75,955.00

RECEIVED
[illegible] 1953
FOR FILING

III-26(1)
I-26(1)
[illegible]

D. J. OF C. 33656

Notice of the Furnishing of Materials

State of Oregon
Highway Commission
Salem, Oregon

This is to advise you that the undersigned has commenced to deliver material and supplies upon the order of Wall & Son, 4300 NE Portland Highway, Portland for use on, and to be used in the construction, alteration and repair of the structure now occupying or being erected upon certain premises in the County of Wasco State of Oregon, described as follows:

~~Lot~~ (PR 9197) ~~Block~~

Addition Box Culverts, Rowena-Chenoweth, nr. Rowena, Ore.

of which the undersigned is informed you are the owner or reputed owner, and that a lien may be claimed for all material and supplies furnished by the undersigned for use thereon.

SOULE' STEEL COMPANY

By W T Brownridge ~~Agent.~~
W. T. Brownridge

Dated at Portland, , Oregon, on this 24th day of March, 1953

Section 67-101, O.C.L.A., which reads in part as follows, requires:

"* * * every person, firm or corporation furnishing material or supplies of any kind to be used in the construction, alteration or repair, either in whole or in part, of any building, * * * shall, not later than seven days after the date of the first delivery to any contractor or agent of such material or supplies for which a lien may be claimed, deliver in person and evidence said delivery by receipt thereof or mail by registered letter to the owner or reputed owner of the property on, upon or about which said material or supplies are to be used, a notice in writing stating in substance and effect that such person, firm or corporation has commenced to deliver material and supplies for use thereon, with the name of the contractor or agent or other person ordering the same, and that a lien may be claimed for all material and supplies furnished by such person, firm or corporation for use thereon, and no further notice to the owner shall be necessary."

This Is Not a Lien **But is a notice given in accordance with the above quoted law and is protective to the owner of the property, the building material dealer and the contractor.**

~~[illegible] Henry Building, or call AT 1351.~~

RECEIVED
FEB 20 1953
FOR FILING

February 20, 1953

Johnson & Amens
P. O. Box 271
McMinnville, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3855 which was awarded to you by the State Highway Commission, for constructing the Rowena-Chenoweth Creek Unit Structures on the Columbia River Highway in Wasco County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FEB 20 1953
FOR FILING

BFI-30(1)
[illegible]
2/53

D. J. OF C. 33656

Notice of the Furnishing of Materials

Oregon State Highway Commission
Salem, Oregon

This is to advise you that the undersigned has commenced to deliver material and supplies upon the order of Johnson & Amens, Box 271, McMinnville, Ore. for use on, and to be used in the construction, alteration and repair of the structure now occupying or being erected upon certain premises in the County of State of Oregon, described as follows:

Lot Block

(PR 9182)

Addition 3 Viaducts , Rowena - Chenoweth, near The Dalles.

of which the undersigned is informed you are the owner or reputed owner, and that a lien may be claimed for all material and supplies furnished by the undersigned for use thereon.

SOULE' STEEL COMPANY

By W T Brownridge ~~Agent~~
W. T. Brownridge

Dated at Portland, Oregon, on this 19th day of February, 1953

Section 67-101, O.C.L.A., which reads in part as follows, requires:

"* * * every person, firm or corporation furnishing material or supplies of any kind to be used in the construction, alteration or repair, either in whole or in part, of any building, * * * shall, not later than seven days after the date of the first delivery to any contractor or agent of such material or supplies for which a lien may be claimed, deliver in person and evidence said delivery by receipt thereof or mail by registered letter to the owner or reputed owner of the property on, upon or about which said material or supplies are to be used, a notice in writing stating in substance and effect that such person, firm or corporation has commenced to deliver material and supplies for use thereon, with the name of the contractor or agent or other person ordering the same, and that a lien may be claimed for all material and supplies furnished by such person, firm or corporation for use thereon, and no further notice to the owner shall be necessary."

This Is Not a Lien **But is a notice given in accordance with the above quoted law and is protective to the owner of the property, the building material dealer and the contractor.**

~~[illegible] Building [illegible] Association, 520 [illegible] Building, or call AT 1551.~~

RECEIVED
MAY 19 1953
FOR FILING

[illegible]
[illegible]
[illegible]

AGENDA
FEB 17 1953

February 5, 1953

Johnson & Amens
P. O. Box 271
McMinnville, Oregon

Gentlemen:

The State Highway Commission on January 21, 1953 accepted your proposal to construct three reinforced concrete viaducts on the Rowena-Chenoweth Creek Unit of the Columbia River Highway in Wasco County, for the sum of $90,645.00, and on the same day awarded contract #3658 to you subject to clearance of right of way and receipt of concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms mywire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa SIAC
Mrs. Goldie Lewis

set confirmed

E. R.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE ☐	LETTER TELEGRAM ☐
VICTORY LETTER ☐	SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Johnson & Amens
P. O. Box 271
McMinnville, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for structures on Rowena-Chenoweth Creek Unit of the Columbia River Highway in Wasco County for which you submitted low bid on January 21, 1953. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: file ✓

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

RECEIVED

February 5, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of way have been obtained for Oregon Project BFI-36(9), Rowena-Chenoweth Creek Unit Structures on the Columbia River Highway, we hereby concur as of this date in award of contract No. 3855 to Johnson and Amens of McMinnville, Oregon, low bidder in the amount of $90,645.00 for this project, combined with Oregon Project I-36(8) at the January 21, 1953 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

EFI-36(9)
[illegible]
3855

February 5, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of way have been obtained for Oregon Project I-36(8), Rowena-Chenoweth Creek Unit Structures on the Columbia River Highway, we hereby concur as of this date in award of contract No. 3855 to Johnson and Amens of McMinnville, Oregon, low bidder in the amount of $90,645.00 for this project combined with Oregon Project EFI-36(9) at the January 21, 1953 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED

RECEIVED
FOR FILING

BFI-36(9)
I-36(8)
[illegible]

February 5, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 Highway Building
Salem, Oregon

Dear Sir:

Re: Rowena-Chenoweth Unit Structures
F. A. P. Nos. BFI-36(9) and I-36(8)

May we have your concurrence in the award of the contract for this project to Johnson & Amens of McMinnville, Oregon, in the amount of $90,645, the low bid received for the work on January 21. All right of way for the project has been obtained.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

CAG:aa

FOR FILING

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Const [illegible]
Fed Aid I-36(8)
[illegible]

I- 36 (8)

January 6, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project I-36(8), Rowena-Chenoweth Creek Unit, Mosier-The Dalles Section, Columbia River Highway (Structures), have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. POLK
District Engineer

By A. F. Bester
A. F. BESTER
Highway Engineer

BFI-36(9) PROJECT AGREEMENT 1954

3855, 3856

Form PR 2 (Revised 1950)

11 2 6

State Oregon

Federal Aid Bond Issue

Project No. EFI-36(9)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 27th day of April, 1954,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of November, 1952, a program, which was approved on the 5th day of January, 1953, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 6th day of January, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred ninety-two thousand and 00/100

dollars ($392,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of bonds as follows:

(Include date and citation of act of legislature by which authorized)

~~(b) From other sources~~

Authorized by Chapter	Oregon Laws	Amount	Date of Issue	Beginning date of Maturities
491	1951	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
491	1951	15,000,000	Mar. 1, 1952	Mar. 1, 1953
491	1951	10,000,000	Mar. 1, 1953	Mar. 1, 1954
20	1953	32,000,000	Sept. 1, 1953	Sept. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1890+50 in the NE 1/4, Section 11, T. 2 N., R. 12 E., W.M., and survey station 2195+20 in the SE 1/4, Section 29, T. 2 N., R. 13 E., W.M., except stations 1894+92 - 1895+80 and 2115+55 to 2116+45, length 5.724 miles, in Wasco County, being Oregon Federal Aid Bond/Issue project No. BFI-36(9), consisting of 5.696 miles of roadway and one bridges ~~each~~ of more than 20 feet clear span, 0.028 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred ninety-two thousand and 00/100 dollars ($392,000.00), which does not exceed the authorized Federal pro rata share of six hundred thirty-three thousand, five hundred eighty-nine and 00/100 dollars ($633,589.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or im-
mediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid
funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to
provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual ma-
turities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually
and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies
that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury
for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under
the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities
as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share,
as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the
labor and materials which have actually been put into said construction work in compliance with the requirements of
Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from
which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on
account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

RECEIVED APR DIVISION
JAN 2
RECEIVED MAY 4 1934

RECEIVED
MAY 7 1954
FOR FILING

P

April 9, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing two copies of project agreement, signed by the Highway Commission, for the Rowena-Chenoweth Creek Section, Project No. EFI-36 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

JWN:gs

Encl.

3855
3856

PROJECT AGREEMENT

DESCRIPTION: (JOB, SECTION AND HIGHWAY)

Rowena-Chenoweth Creek Section
The [illegible] Highway in Wasco County

NATURE OF WORK:

Grade, Pave and Structure

CONTRACT NUMBER, CONTRACTOR AND DATE OF AWARD:

3855	Johnson & Amens	2-5-53
3856	Vernie Jarl	2-5-53

DATE OF COMPLETION:

3855 - ~~Probable completion date:~~ completed 3-19-54
3856 - probable completion date: 9-30-54

REMARKS:

May 22, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Rowena-Chenoweth Creek Section, Project No. EFI-36 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

JWM:tp

Encl.

Oregon State Highway Department

Federal Aid Project
No. HFI-36 (9)

ROWENA-CHENOWETH CREEK SECTION
OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code 6201
4-lane Roadway (Sta. 1890+50 to Sta. 1902+00)(Contract No. 3856)

2,000	Cu. Yds.	Excavating and Placing Topsoil	$ 0.80	$ 1,600.00
3,700	Yd. Mi.	Truck Haul on Topsoil	0.20	740.00
3	Only	Concrete Catch Basins	100.00	300.00
8,600	Cu. Yds.	2" - 0 Rock in Base	1.50	12,900.00
1,900	Cu. Yds.	3/4" - 0 Rock in Base and Shoulders	2.20	4,180.00
270	M-Gals.	Sprinkling	2.50	675.00
150	Cu. Yds.	3/4" - 0 Rock in Binder Course	3.00	450.00
30	Tons	MC-3 Asphalt in Binder Course	38.00	1,140.00
3,150	Tons	Class "B" Asphaltic Concrete	5.50	17,325.00
15	Tons	RS-1 Emulsified Asphalt in Seal Coat	33.00	495.00
80	Cu. Yds.	Aggregate in Seal Coat	4.00	320.00
350	Lin. Ft.	Asphaltic Concrete Traffic Markers	1.00	350.00
		Subtotal		$ 40,475.00
		10% Engr. & Cont.		4,047.50
		Total		$ 44,522.50

Length of Roadway	0.201 Mile	
Length of Bridge	0.017 Mile	(Exception)
Total Length	0.218 Mile	
Cost per Mile	$221,504.97	

Type Code 6201
2-lane Roadway (Sta. 1902+00 to Sta. 2195+20)(Contract No. 3856)

All Required		Clearing and Grubbing (30%)		$ 9,000.00
1,190	Cu. Yds.	Structural Excavation, Unclassified	$ 3.00	3,570.00
245,600	Cu. Yds.	General Excavation, Unclassified	0.80	196,480.00
419,000	Yd. Stas.	Short Overhaul	0.01	4,190.00
3,780	C-Yd. Stas.	Long Overhaul	0.40	1,512.00
10,000	Cu. Yds.	Excavating and Placing Topsoil	0.80	8,000.00
18,300	Yd. Mi.	Truck Haul on Topsoil	0.20	3,660.00
1.94	Miles	Finishing Roadbed and Slopes	700.00	1,358.00
1,600	Lin. Ft.	Rounding Cutbanks	0.10	160.00
140	Lin. Ft.	12-inch Corrugated Metal Pipe	2.50	350.00

1,100	Lin. Ft.	6-inch Perforated Metal Drain Pipe	$ 2.00	$ 2,200.00
2,000	Lin. Ft.	8-inch Perforated Metal Drain Pipe	2.50	5,000.00
30	Lin. Ft.	15-inch Concrete Pipe	3.00	90.00
100	Lin. Ft.	18-inch Concrete Pipe	3.50	350.00
600	Cu. Yds.	3/8" - 0 Backfill in Drains	5.00	3,000.00
130	Cu. Yds.	Class "A" Concrete	61.00	7,930.00
22,500	Lbs.	Metal Reinforcement	0.12	2,700.00
1	Only	Special Concrete Catch Inlet	100.00	100.00
20	Only	Concrete Sight Posts	15.00	300.00
550	Lin. Ft.	Metal Guard Rail	3.00	1,650.00
64,300	Cu. Yds.	2" - 0 Rock in Base	1.50	96,450.00
17,150	Cu. Yds.	3/4" - 0 Rock in Base and Shoulders	2.20	37,730.00
2,060	M-Gals.	Sprinkling	2.50	5,150.00
890	Cu. Yds.	3/4" - 0 Rock in Binder Course	3.00	2,670.00
140	Tons	MC-3 Asphalt in Binder Course	38.00	5,320.00
18,470	Tons	Class "B" Asphaltic Concrete	5.50	101,585.00
80	Tons	RS-1 Emulsified Asphalt in Seal Coat	33.00	2,640.00
490	Cu. Yds.	Aggregate in Seal Coat	4.00	1,960.00
70	Lin. Ft.	Asphaltic Concrete Traffic Markers	1.00	70.00
		Subtotal		$505,175.00
		10% Engr. & Cont.		50,517.50
		Total		$555,692.50

Type Code X421
Chenoweth Creek Bridge (Sta. 2174+04 to Sta. 2175+54)(Contract No. 3855)

190	Cu. Yds.	Structural Excavation	$ 10.00	$ 1,900.00
10	Cu. Yds.	Excavation Below Elevation Shown	12.00	120.00
300	Cu. Yds.	Class "A" Concrete	65.00	19,500.00
72,000	Lbs.	Metal Reinforcement	0.12	8,640.00
45	Lin. Ft.	6-inch Metal Drain Pipe	4.00	180.00
		Subtotal		$ 30,340.00
		10% Engr. & Cont.		3,034.00
		Total		$ 33,374.00

Length of Roadway	5.495 Miles
Length of 1 Bridge	0.017 Mile (Exception)
Length of Chenoweth Creek Bridge	0.028 Mile
Length of 2-lane Roadway	5.540 Miles
Cost per Mile, Roadway	$101,126.93

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-lane Roadway	$ 44,522.50	$ 27,546.00	$ 16,976.50
2-lane Roadway	555,692.50	343,806.00	211,886.50
Structure	33,374.00	20,648.00	12,726.00
	$633,589.00	$392,000.00	$241,589.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939. Chap. 491, laws 1951.

State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department　　　　Federal Aid Project No. BFI-36 (9)

ROWENA-CHENOWETH CREEK SECTION
OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 6, 1953

Type Code 6201
4-Lane Roadway (Sta. 1890+50 to Sta. 1902+00)

2,000	cu. yds.	Excavating and Placing Topsoil	$ 0.60	$ 1,200.00
3,700	yd. mi.	Truck Haul on Topsoil	0.25	925.00
3	only	Concrete Catch Basins	75.00	225.00
8,600	cu. yds.	2" - 0 Rock in Base	2.00	17,200.00
1,900	cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.25	4,275.00
270	M-gal.	Sprinkling	2.50	675.00
150	cu. yds.	3/4" - 0 Rock in Binder Course	4.00	600.00
30	tons	RC-3 Asphalt in Binder Course	41.00	1,230.00
3,150	tons	Class "B" Asphaltic Concrete	6.00	18,900.00
15	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	660.00
80	cu. yds.	Aggregate in Seal Coat	4.50	360.00
350	lin. ft.	Asphaltic Concrete Traffic Markers	1.25	437.50
			Subtotal	$ 46,687.50
			10% Engr. & Cont.	4,668.75
			Total	$ 51,356.25

Length of Roadway	0.201 mile
Length of Bridge	0.017 mile (Exception)
Total Length	0.218 mile
Cost per mile	$255,503.73

Type Code 6201
2-Lane Roadway (Sta. 1902+00 to Sta. 2195+20)

All Required		Clearing and Grubbing (30%)		$ 5,400.00
1,190	cu. yds.	Structural Excavation, Unclassified	$ 3.50	4,165.00
245,600	cu. yds.	General Excavation, Unclassified	0.87	213,672.00
419,000	yd. sta.	Short Overhaul	0.015	6,285.00
3,780	C-yd. sta.	Long Overhaul	0.50	1,890.00
10,000	cu. yds.	Excavating and Placing Topsoil	0.60	6,000.00
18,300	yd. mi.	Truck Haul on Topsoil	0.25	4,575.00
1.94	miles	Finishing Roadbed and Slopes	600.00	1,164.00

1,600	lin. ft.	Rounding Cutbanks	$ 0.20	$ 320.00
140	lin. ft.	12-inch Corrugated Metal Pipe	3.00	420.00
1,100	lin. ft.	6-inch Perforated Metal Drain Pipe	2.00	2,200.00
2,000	lin. ft.	8-inch Perforated Metal Drain Pipe	2.25	4,500.00
30	lin. ft.	15-inch Concrete Pipe	2.60	78.00
100	lin. ft.	18-inch Concrete Pipe	3.50	350.00
600	cu. yds.	3/8" - 0 Backfill in Drains	5.00	3,000.00
130	cu. yds.	Class "A" Concrete	60.00	7,800.00
22,500	lbs.	Metal Reinforcement	0.13	2,925.00
1	only	Special Concrete Catch Inlet	125.00	125.00
20	only	Concrete Sight Posts	10.00	200.00
550	lin. ft.	Metal Guard Rail	4.00	2,200.00
64,300	cu. yds.	2" - 0 Rock in Base	2.00	128,600.00
17,150	cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.25	38,587.50
2,060	M-gal.	Sprinkling	2.50	5,150.00
890	cu. yds.	3/4" - 0 Rock in Binder Course	4.00	3,560.00
140	tons	RC-3 Asphalt in Binder Course	41.00	5,740.00
18,470	tons	Class "B" Asphaltic Concrete	6.00	110,820.00
80	tons	RS-1 Emulsified Asphalt in Seal Coat	44.00	3,520.00
490	cu. yds.	Aggregates in Seal Coat	4.50	2,205.00
70	lin. ft.	Asphaltic Concrete Traffic Markers	1.25	87.50
			Subtotal	$565,539.00
			10% Engr. & Cont.	56,553.90
			Total	$622,092.90

X421

Type Code X221

Chenoweth Creek Bridge (Sta. 2174+04 to Sta. 2175+54)

190	cu. yds.	Structural Excavation	$ 10.00	$ 1,900.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
300	cu. yds.	Class "A" Concrete	75.00	22,500.00
72,000	lbs.	Metal Reinforcement	0.11	7,920.00
45	lin. ft.	6-inch Metal Drain Pipe	3.00	135.00
			Subtotal	$ 32,655.00
			10% Engr. & Cont.	3,265.50
			Total	$ 35,920.50

Length of Roadway	5.495 miles
Length of 2 Bridges	.017 mile (Exception)
Length of Chenoweth Creek Bridge	.028 mile
Length of Project	~~5.240 miles~~ 5.540
Cost per mile, Roadway	$113,210.71

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$ 51,356.25	$ 31,782.00	$ 19,574.25
2-Lane Roadway	622,092.90	384,988.00	237,104.90
Structure	35,920.50	22,230.00	13,690.50
	$709,369.65	$439,000.00	$270,369.65

FI-36(7) Rowena-Chenoweth Cr. Unit, 1953
Mosier-The Dalles Sec., Columbia
#3856 River Hwy. [redacted]

RECEIVED
SEP 6 - 1955
FOR FILING

DICK & DICK
ATTORNEYS-AT-LAW
VOGT BLOCK
TELEPHONE 2152
THE DALLES, OREGON

WILLIAM G. DICK
~~ROGER L. DICK~~
EDGAR M. DICK

41-3491
41-3-491
[illegible]

September 3, 1955

Oregon State Highway Department
Salem, Oregon

NOTED
FLOYD QUERY

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Thank you kindly for forwarding to us the copy of the contract between the State of Oregon and Vernie Jarl, being Contract No. 3856. You will find enclosed my affidavit showing the claim for which the copy of the contract is desired. Thank you again for your consideration.

Yours truly,

Roger L. Dick

Enclosure

RLD1p

RECEIVED
SEP 6 1955
OREGON
STATE HIGHWAY COMMISSION

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Wasco)

I, Roger L. Dick, being first duly sworn, depose and say that I am a member of the firm of Dick & Dick, Attorneys at Law, The Dalles, Oregon, and that I represent Mr. R. G. Kniesteadt and Inez Kniesteadt, husband and wife, whose residence and real property is situated just westerly of The Dalles, Oregon. A copy of the contract between the State of Oregon, by and through its State Highway Commission, and Vernie Jarl, Contractor, is desired for the claim of R. G. Kniesteadt and Inez Kniesteadt, husband and wife, against Vernie Jarl for permanent injury and damage caused to their building and real property due to the setting off of explosions and the exploding of large quantities of explosives in February, 1954, and prior thereto, while said Vernie Jarl was engaged in constructing a portion of U. S. Highway 30 just westerly of The Dalles, Oregon.

Dated this 3 day of September, 1955.

Roger L. Dick

Subscribed and sworn to before me this 3 day of September, 1955.

Bernice Parsons
Notary Public for Oregon
My Commission expires: 6/30/57

RECEIVED
AUG 30 1955
FOR FILING

F1-36 (7)
[illegible]1-36(7)
3856

Query

August 29, 1955

Dick & Dick
Attorneys-at-law
Vogt Block
The Dalles, Oregon

Attention: Mr. Roger L. Dick

Gentlemen:

In reply to your letter of August 26, we are forwarding by separate mail a certified copy of contract and bond No. 3856, awarded to Vernie Jarl for construction of the Rowena-Chenoweth Creek Unit, Mosier-The Dalles Section of the Columbia River Highway.

No charges will be made for furnishing this copy but we are required by law to secure an affidavit stating the claim for which the copy of the contract is desired. Please forward such an affidavit as soon as possible.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

DICK & DICK
ATTORNEYS-AT-LAW
VOGT BLOCK
TELEPHONE 2152
THE DALLES, OREGON

WILLIAM G. DICK
ROGER L. DICK
EDGAR M. DICK

August 26, 1955

Oregon State Highway Department
Salem, Oregon

Gentlemen:

We represent Mr. R. G. Kniesteadt of The Dalles, Oregon, whose building was damaged in the first part of 1954 by the Vernie Jarl Construction Company which damage was occasioned by blasting in the construction of the last leg of the Columbia River Highway relocation just westerly of The Dalles, Oregon.

I have been advised that I may obtain a certified copy of his contract and bond from you. I would appreciate it therefore if you could forward the same to me, together with your statement for charges for the same and I shall promptly remit. Thank you for your consideration.

Yours truly,

Roger L. Dick

RLDlp

REFERRED TO [illegible]
BY SECRETARY

ok – [illegible]

RECEIVED
AUG 29 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED R H Baldock
JUN 17 1955
FOR FILING

NOTED
State Highway Engineer

June 15th, 1955

FINAL COST ANALYSIS

Rowena-Chenoweth Cr. Unit, Mosier-The Dalles Section
Contract #3656
Grading and Paving
Vernie Jarl, Contractor
A. V. Benedict, Resident Engineer

Columbia River Highway
Prefix 33-1034

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	$30,000	$	$ 3,572.26	$ 30,000.00
Struct. Excav., Unclass.	1,825.3	Cu. Yd.	3.00	1.22	2,217.05	5,475.90
General " "	936,214.1	" "	0.80	0.71	664,753.36	748,971.28
Short Overhaul	3,465,449	Yd. Sta.	0.01	0.009	30,935.50	34,654.49
Long Overhaul	67,473.4	C-Yd. Sta.	0.40	0.36	23,741.18	26,989.36
Excavating & Placing Topsoil	6,875	Cu. Yd.	0.80	0.38	2,621.36	5,500.00
Truck Haul on Topsoil	25,200.5	Yd. Mi.	0.20	0.125	2,874.11	4,640.10
Finish Roadbed & Slopes	5.7	Mile	700.00	635.33	3,621.40	3,990.00
Rounding Cutbanks	9,300	Lin. Ft.	0.10	0.09	800.89	930.00
12-Inch C.I.P.	148	" "	2.50	2.01	298.32	370.00
18-Inch "	502	" "	3.50	3.00	1,503.78	1,757.00
48-Inch C.I.P., Extra Str.	164	" "	20.00	14.98	2,457.29	3,280.00
Extra for Installing Pipe Under R.R.	40	" "	12.00	9.50	380.04	480.00
6-Inch Perf. Metal Drain Pipe, Coated	699	" "	2.00	1.35	943.20	1,398.00
8-Inch Perf. Metal Drain Pipe, Coated	446	" "	2.50	2.15	957.15	1,115.00
12-Inch Concrete Pipe	1,479	" "	2.50	1.86	2,751.21	3,697.50
15-Inch " "	15	" "	3.00	2.70	40.52	45.00
18-Inch " "	954	" "	3.50	2.73	2,603.70	3,339.00
18-Inch Concrete Pipe, Extra Strength	120	" "	4.00	3.96	475.60	480.00
24-Inch Concrete Pipe, Extra Strength	129	" "	5.50	5.34	689.00	709.50
36-Inch Concrete Pipe, Extra Strength	324	" "	10.00	7.76	2,513.19	3,240.00

RECEIVED R H Baldock
JUN 17 1955
FOR FILING

NOTED
State Highway Engineer

June 15th, 1955

FINAL COST ANALYSIS

Rowena-Chenoweth Cr. Unit, Mosier-The Dalles Section
Contract #3856
Grading and Paving
Vernie Jarl, Contractor
A. V. Benedict, Resident Engineer

Columbia River Highway
Prefix 33-1034

FI 36 (7)
3H 36 (7)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	$30,000	$	$ 3,572.26	$ 30,000.00
Struct. Excav., Unclass.	1,825.3	Cu. Yd.	3.00	1.22	2,217.05	5,475.90
General " "	936,214.1	" "	0.80	0.71	664,753.36	748,971.28
Short Overhaul	3,465,449	Yd. Sta.	0.01	0.009	30,935.50	34,654.49
Long Overhaul	67,473.4	C-Yd. Sta.	0.40	0.36	23,741.18	26,989.36
Excavating & Placing Topsoil	6,875	Cu. Yd.	0.80	0.38	2,621.36	5,500.00
Truck Haul on Topsoil	25,200.5	Yd. Mi.	0.20	0.125	2,874.11	4,640.10
Finish Roadbed & Slopes	5.7	Mile	700.00	635.33	3,621.40	3,990.00
Rounding Cutbanks	9,300	Lin. Ft.	0.10	0.09	800.89	930.00
12-Inch C.I.P.	148	" "	2.50	2.01	298.32	370.00
18-Inch "	502	" "	3.50	3.00	1,503.78	1,757.00
48-Inch C.I.P., Extra Str.	164	" "	20.00	14.98	2,457.29	3,280.00
Extra for Installing Pipe Under R.R.	40	" "	12.00	9.50	380.04	480.00
6-Inch Perf. Metal Drain Pipe, Coated	699	" "	2.00	1.35	943.20	1,398.00
8-Inch Perf. Metal Drain Pipe, Coated	446	" "	2.50	2.15	957.15	1,115.00
12-Inch Concrete Pipe	1,479	" "	2.50	1.86	2,751.21	3,697.50
15-Inch " "	15	" "	3.00	2.70	40.52	45.00
18-Inch " "	954	" "	3.50	2.73	2,603.70	3,339.00
18-Inch Concrete Pipe, Extra Strength	120	" "	4.00	3.96	475.60	480.00
24-Inch Concrete Pipe, Extra Strength	129	" "	5.50	5.34	689.00	709.50
36-Inch Concrete Pipe, Extra Strength	324	" "	10.00	7.76	2,513.19	3,240.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Salvaging Culvert Pipe	10	Lin. Ft.	$3.00	$2.22	$ 22.19	$ 30.00
3/8"-0" Backfill in Drains	48	Cu. Yd.	5.00	3.88	186.37	240.00
Ø Class "A" Concrete	126.04	" "	61.00	61.00	7,688.44	7,688.44
Ø Metal Reinforcing Steel	21,461.9	Lb.	0.12	0.12	2,575.43	2,575.43
Ø Concrete Catch Basins	4	Each	100.00	100.00	400.00	400.00
Ø Special Concrete Inlets	1	"	100.00	100.00	100.00	100.00
Concrete Sight Posts	88	"	15.00	12.00	1,056.00	1,320.00
Metal Guard Rail	550	Lin. Ft.	3.00	2.19	1,204.50	1,650.00
* 2"-0" Rock in Base	68,600	Cu. Yd.	1.50	1.51	103,769.97	102,900.00
* 3/4"-0" Rock in Base and Shoulders	17,237	" "	2.20	1.66	28,685.46	37,921.40
* Sprinkling	4,490.5	M/Gal.	2.50	1.07	4,793.52	11,226.25
* 3/4" Rock in Binder Course	996	Cu. Yd.	.3.00	2.55	2,538.33	2,988.00
* RC-3 Asphalt in Binder Course	164.44	Ton	38.00	30.47	5,010.79	6,248.72
* Class "B" Asphaltic Concrete	20,875.7	"	5.50	4.58	95,572.23	114,816.35
* Asphaltic Concrete Traffic Markers	593.6	Lin. Ft.	1.00	0.35	205.17	593.60
PA #1, 18" 12-Ga. C.I.P.	62	" "	5.00	4.82	299.10	310.00
PA #2, Cement Adjustment, Favor of State	4.26	Bbl.	4.60			- 19.60
PA #3, Special Corr. Metal Manholes	2	Each	300.00	265.40	530.79	600.00
PA #4, Additional Metal Guard Rail	9,433	Lin. Ft.	3.00	2.49	23,517.61	28,299.00
* PA #5, Mineral Aggregate in Shoulders	1,455	Cu. Yd.	4.70	3.16	4,602.31	6,838.50
* PA #5, 150-200 Asphalt in Shoulders	116.67	Ton	47.00	28.09	3,277.80	5,483.49
PA #6, Rental of D-8 Cat and Dozer	12	Hour	13.35	10.25	123.00	160.20

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
* PA #7, Allowance for Extra Haul on Class "B" Asphaltic Concrete	19,888	Ton	$0.12	$	$	$ 2,386.56
* Allowance in Shoulders for Extra Haul on Mineral Aggregate	1,455	Cu. Yd.	0.15			218.25
PA #8, 6" Perf. Metal Drain Pipe, Purchase of	300	Lin. Ft.	1.10	1.10	330.00	330.00
PA #8, 6" Helcor Bands, Purchase of	21	Each	1.10	1.10	23.10	23.10
PA #8, 8" Perf. Metal Drain Pipe, Purchase of	626	Lin. Ft.	1.50	1.50	939.00	939.00
PA #8, 8" Helcor Bands, Purchase of	29	Each	2.16	2.16	62.64	62.64
* PA #9, 2"-0" Rock in Base	1,234	Cu. Yd.	2.50	1.51	1,866.85	3,085.00
* PA #9, 3/4"-0" Rock in Base and Shoulders	300	" "	2.75	1.44	432.07	825.00
* PA #9, Class "B" Asphaltic Concrete	804.2	Ton	6.25	4.83	3,883.73	5,026.25
* PA #9, Asphaltic Concrete Traffic Markers	158.8	Lin. Ft.	1.00	0.35	54.88	158.80
* PA #10, Purchase Excess 85-100 Asphalt	10.93	Ton	26.00	26.00	284.18	284.18
* PA #10, Purchase Excess 150-200 Asphalt	14.23	"	27.00	27.00	384.21	384.21
* PA #11, Extra Allowance for Crushed Rock at Station 2065	76,749	Cu. Yd.	0.20			15,349.80
Force Account						3,213.69
					$1,045,169.78	$1,245,718.39

	Gross Revenue	Total Cost	Profit	% Profit
Vernie Jarl	$928,984.03	$789,808.28	$139,175.75	14.9%
* Warren Northwest	316,734.36	255,361.50	61,372.86	19.3%
	$1,245,718.39	$1,045,169.78	$200,548.61	16.0%

Ø Work was done at bid prices by Wall & Sons.

Detail of Cost
Vernie Jarl

Labor:

Labor & Supervision	$244,338.08	
Labor Insurance	18,081.02	$262,419.10

Materials:

12" Corr. Metal Pipe	148	Lin. Ft.	at $1.80	$ 266.40	
12" Bands	4	Each	" 2.35	9.40	
18" Corr. Metal Pipe	502	Lin. Ft.	" 2.55	1,280.10	
18" Bands	21	Each	" 3.86	81.06	
48" Corr. Metal Pipe, Extra Strength	164	Lin. Ft.	" 13.26	2,174.64	
48" Bands	8	Each	" 13.00	104.00	
6" Perf. Metal Drain Pipe	999	Lin. Ft.	" 1.10	1,098.90	
6" Bands	71	Each	" 1.10	78.10	
8" Perf. Metal Drain Pipe	1,072	Lin. Ft.	" 1.50	1,608.00	
8" Bands	79	Each	" 2.16	170.64	
12" Concrete Pipe	1,479	Lin. Ft.	" 1.05	1,552.95	
15" " "	15	" "	" 1.20	18.00	
18" " "	954	" "	" 2.10	2,003.40	
18" Concrete Pipe, Extra Strength	120	" "	" 2.35	282.00	
24" Concrete Pipe, Extra Strength	129	" "	" 3.25	419.25	
36" Concrete Pipe, Extra Strength	324	" "	" 6.00	1,944.00	
18" Corr. Metal Pipe, Extra Strength	62	" "	" 4.25	263.50	
18" Bands	1	Each	" 8.51)	17.87	
	2	"	" 4.68)		
Corr. Metal Catch Basins	1	"	" 183.76)	364.39	
	1	"	" 180.63)		
					13,736.60

Equipment Rental & Misc. Supplies:

Equipment Rental, Owned	$307,880.44	
" " , Hired	21,789.02	
Gas, Oil & Grease	37,581.63	
Lumber	832.28	
Explosives	58,122.54	
Drill Steel	15,516.90	
Freight & Cartage	378.12	
Bond (Highway)	9,342.88	
" (Railroad)	12,706.07	
P.L. & P.D. Insurance	3,054.22	
Small Tools & Misc. Supplies	3,201.13	
Home Office & General Overhead	6,705.37	477,110.60

Subcontracts:

George Berry (Guard Rail)	$ 6,589.71	
R & W Construction Co. (Guard Rail)	19,188.40	
Wall & Sons (Concrete & Reinforcing Steel)	10,763.87	$ 36,541.98
		$ 789,808.28

Detail of Cost
Warren Northwest

Labor:				
Labor & Supervision			$ 30,628.39	
Labor Insurance			2,229.74	
Welfare Insurance			919.59	$ 33,777.72
Materials:				
RC-3 Asphalt	164.44 Tons	at $28.62	$ 4,706.27	
86-100 Asphalt	1,160.4 "	" 26.00	30,170.40	
150-200 Asphalt	130.9 "	" 26.00	3,403.40	
Fuel Oil			5,276.10	
Sand			136.12	
Asphaltic Concrete Purchased			5,732.64	
Aggregates			117,441.39	166,866.32
Equipment Rental & Misc. Supplies:				
Equipment Rental, Owned			$ 32,577.90	
" " , Hired			5,330.16	
Gas, Oil & Grease			9,471.77	
Freight & Cartage			813.20	
P.L. & P.D. Insurance			2,391.28	
Small Tools & Misc. Supplies			44.72	
Home Office & General Overhead			1,608.93	
Surety Bond			2,479.50	54,717.46
Total Cost........................				$255,361.50

Remarks:

This was a "Federal Aid Project" calling for the construction of 5.70 miles of main highway roadbed, with frontage roads and detours, and construction of 21,679.9 tons of Class "B" asphaltic concrete wearing surface on main highway roadbed and on detours and frontage roads. The project was bid January 21st, 1953 and was awarded February 5th, 1953. Work started February 10th, 1953 and was completed August 9th, 1954.

The contractor moved in his equipment and started clearing and erecting a shop building February 10th. Clearing and grubbing consisted of some pine and scrub oak and fruit trees. Equipment used in clearing consisted of one D8 and dozer, two power saws and four men piling and burning. A large profit was realized on this item due to the small amount of clearing and a high bid price.

Grading operations started February 16th, 1953 and were completed April 22nd, 1954. Grading was done with the following equipment: three D8's and scrapers, six Tournapulls and scrapers, two D8's and dozers, one D8 push cat, one D6 and dozer, one 2½ and one 3/4-yard shovel, four 500 CFM compressors, one 600 CFM compressor, one 210 CFM compressor, five wagon drills (heavy), two wagon jacks (medium), one #12 blade, plus several pickups and other equipment used for maintenance. Excavation consisted of dice and solid rock, blowsand and topsoil. Very good progress was made on the excavation though some time was lost due to inclement weather, but there was very little down time due to repair of equipment. The contractor through good equipment and supervision realized a good profit.

The rock surfacing and paving were subcontracted to Warren Northwest. The subcontractor moved in his semi-portable crushing and screening plant and set up at Station 2062 due to a shortage of material in the quarry specified at Station 1997. From the quarry located at Station 2062 approximately 88,367 cu. yd. of material was crushed. The 2"-0" crushed rock was produced and hauled direct to the road except for the night shift, which was stockpiled as the plant could not produce enough in one shift to keep the hauling unit operating; three DW20's with bottom dump wagon were used to haul the base rock and the 3/4"-0" in base. The material used in the asphaltic concrete was hauled from Station 1997 and crushed at the plant set up at Station 2062 as it was a better grade and of dice rock formation and was more suitable for asphaltic concrete.

The subcontractor started moving in his paving plant June 8th, 1954 and was set up and started paving the main highway roadbed June 30th. The detours and frontage roads were paved in June of 1953, some being hauled from the Koberg setup and some being purchased from United Contractors of The Dalles who was set up at this location to pave some city streets. Paving on this contract was completed August 9th, 1954. The 19,322.2 tons of asphaltic concrete was produced in 128.5 working hours for an average of 150.3 tons per hour; 1,149.47 tons of asphaltic cement was used.

With good production and bid prices, the contractor shows an excellent profit.

Oscar Cutler
Chief Cost Analyst

By . . C. E. Layton

FEB 17 1955

FI-36 (9)
BFI-36 (9)
[illegible]

P

OREGON STATE HIGHWAY DEPARTMENT
(date)
February 14, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3656	20-Final	[illegible]

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2312	[illegible]	$ 52,[illegible].67	2/14/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Sept. 30, 1954

Time Extensions: None

Completion Date: Aug. 9, 1954

Date Accepted: Oct. 28, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-14-55

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: Ruth Rawlings

RECEIVED
FEB 3 1955
FOR FILING

FI-3617
[illegible]

February 3, 1955

REGISTERED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

State Highway Contract No. 3856 for work performed on the Rowena-Chenoweth Creek Unit, Mosier-The Dalles Section of the Columbia River Highway in Wasco County was completed by the contractor, Vernie Jarl, on August 9, 1954 and was formally accepted by the Highway Commission on October 28, 1954.

Final payment in the amount of $52,115.67 will be released to the contractor on or after February 14, 1955. The total contract amount is $1,245,718.39, of which amount $3,213.69 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON [illegible]

RECEIVED
OCT 1 - 1954
FOR FILING

September 30, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Vernie Jarl on contract No. 3856, for grading and paving on the Rowena-Chenoweth Creek Unit, Mosier-The Dalles Section of the Columbia River Highway in Wasco County.

This payment, in the amount of $82,363.92, will be released to the contractor on or after October 11, 1954. The retained percentage is $36,915.55.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

1-30-54

RECEIVED
SEP 29 1954
FOR FILING

FORM E-30 25M 9-51 92215
[illegible]
RFI-36(1)
3856

C
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P
Y

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23rd, 1954

SUBJECT: Original referred to Smith, with attached file, by WCW with notation: "Negotiate price agreement."

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Dear Sir:

I attach hereto claim of Warren Northwest Co., Inc. for $0.20 per cubic yard additional for material produced in quarry operations at Station 2065 on the Rowena-Chenowith Creek Section, Contract No. 3856.

This bill was occasioned by the fact that there was insufficient rock in the quarry specified at Station 1997 - 2003, and the contractor moved to Station 2065. This quarry proved relatively blocky and slow crushing.

I attach a report from C. E. Paulsen making a comparison of costs of operating the two quarries. This comparison is possible with respect to the 3/4" - 0" rock as part of it was produced from Station 1997 - 2003 and part of it from Station 2065. Paulsen finds that the additional cost was $0.38 per cubic yard and feels that the difference between the costs on the 2½" - 0" would have shown a greater discrepancy than the 3/4" - 0" rock, since the quarry at Station 1997 - 2003 would have shot proportionally finer and required less crushing.

In view of this analysis, it seems that the $0.20 is a very reasonable price, and I request authority to submit a price agreement to make the necessary adjustment.

Please return the dats with your reply.

Very truly yours,

(sgd) H. G. Smith

H. G. Smith
Construction Engineer

HGS:AR
Enc.

Form E-1

FI -36(7)
FFI -36(11)
176

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section	Rowena-Chenowith Creek Unit, Mosier-The Dalles Section.	For Week Ending	Aug. 14, 1954
Highway	Columbia River	Kind of work	Grading and Paving
Contractor	Vernie Jarl	Section prefix	33-1034
		Contract number	3856
Date of contract	Feb. 5, 1953	Date of completion	Sept. 30, 1954
Date work started	Feb. 10, 1953	Estimated date of completion	August 9, 1954
Amount of [illegible]t	$1,295,324.53	Per cent of time elapsed	92 %

Estimated cost of completed project, exclusive of engineering . . . $1,290,000

Per cent of contract completed, based on total contract price . . . 100 %

Engineering cost to date $ 63,000 , 63 % — Date project was completed August 9, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Warren-Northwest Co. had a small crew installing asphalt traffic markers at both ends of the project Monday. This completed work under the contract. Moving out the paving plant all week.

A state traffic line crew arrived about noon Monday. Painted center-~~line~~ stripe the length of the project and turned traffic thru the new route during the afternoon.

FINAL REPORT

NOTED
H. G. SMITH

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

Signed A. V. Benedict

Address P.O. Box 420, The Dalles.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.70	5.70		5.70	5.70
Miles partially completed				--	
Miles completed	5.70	5.70		5.70	5.70
Total estimated quantities	928,000 C.Y.	88,370 C.Y.		1455 C.Y.	21,680 Tons
Estimated quantities moved or placed to date	928,000	88,370		1455	21,680
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week				3	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Windy		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

STATE PRINTING

RECEIVED
AUG 13 1954
FOR FILING

FI-36 (7) (DFI-36 (9))
30-56

August 12, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 9, 1954 on Contract No. 3056, Rowena-Chenoweth Creek Unit, Mosier-The Dalles Section, in Wasco County, in connection with Federal Aid Project No. FI-36 (7), DFI-36 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

cc: John Cattrall

DSP:ch

FORM E-120 80M REVISED 3-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 14, 1954

Mr. Vernie Jarl
P. O. Box 507
Gresham, Oregon

Re: Construction contract No. 3856
Rowena-Chenoweth Creek Unit
Mosier-The Dalles Section
Columbia River Highway

Dear Mr. Jarl:

Attached hereto please find a copy of a letter from Mr. R. G. Kniesteadt dated June 7, 1954, together with a copy of the reply of this office to Mr. Kniesteadt's letter. We will appreciate your prompt attention to the matter.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
cc - General Casualty Company of America
H. B. Glaisyer

REFERRED TO
BY SECRETARY

FORM E-129 20M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

F1-36(7)
F1-36(9)
3856

June 14, 1954

Mr. R. G. Kniesteadt
Cherry City Motel
The Dalles, Oregon

Re: Construction contract No. 3856
Rowena-Chenoweth Creek Unit
Mosier-The Dalles Section
Columbia River Highway

Dear Mr. Kniesteadt:

Your letter of June 7, 1954, addressed to Mr. W. H. Witt, and referring to blasting operations conducted by Mr. Vernie Jarl, has been referred to this office for reply.

The construction contract under which Mr. Jarl is conducting his operations requires the contractor to observe due care in order to avoid damage from blasting operations, and also requires that the contractor indemnify the State of Oregon and the State Highway Commission against any and all claims for damages.

If you feel, therefore, that you have a claim for damages resulting from blasting, it is suggested that you deal directly with Mr. Jarl, the contractor.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
cc - General Casualty Company of America
Vernie Jarl
H. B. Glaisyer
W. H. Witt

REFERRED TO
BY SECRETARY

F. QUERY

C
o
p
y

CHERRY CITY MOTEL
2 Miles West on Columbia River Highway
Phone 9071
The Dalles, Oregon

June 7, 1954
The Dalles, Ore.

Mr. W. H. Witt
State Highway Commission
Salem, Ore.

Dear Sir:

During the process of building the new highway along here, several shots of dynamite were set off to blast away the rocks. At the same time several blocks were broken in my house, also numerous cracks have appeared both inside and out.

Mr. Vernie Jarl, the contractor, was notified about the incidence on Feb. 10, 1954. He told me to wait until they were through that more damages may show up. Now his insurance adjuster tells me that Mr. Jarl said the damage was caused from the house a settling.

Is the State of Oregon liable for this damage or do I bring suit against Mr. Jarl?

Yours very truly

R. G. Kniesteadt

RECEIVED
APR 1 1954
FOR FILING
FI-36(7)
BFI-[illegible]
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 31, 1954

SUBJECT:

To: Mr. Dean Swift
Ass't. Division Engineer
State Highway Department
P. O. Box 151
Bend, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between Vernie Jarl and R. & W. Construction Company covering Item 31, on the Rowena-Chenoweth Creek Contract No. 3856, Oregon FI-36 (7), BFI-36 (9), is approved and you may so inform the interested parties. Four copies of the subcontract are returned herewith for distribution.

While this subcontract is not on our standard highway form it is acceptable, and has been used by several other companies.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

71- 36 (7)
BF1-36 (1)
3856

Salem, Oregon
December 14th, 1953

SUBJECT:

4495

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to Assignment #4495, W.C.W., regarding the cost of relocating electric power lines on the Rowena-Chenowith Creek Section of the Columbia River Highways.

The invoices furnished with the assignment were checked in the field and forwarded through the Accounting Division tne fore part of October. However, we were not advised of this matter and did not discover until today that the bills had been paid.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:AR

1953

No. 4495
By WCW

ASSIGNMENT

Date: Sept. 11, 1953

Description: Letter from A. H. Frael, R/W Agent, Pacific Power & Light Co., Public Serv. Bldg., Portland 4, Ore., 9-10-53, enclosing 3 copies of their invoice covering cost of relocating elec. power lines on Rowena-Chenoweth Cr. sect. of new Columbia River. Hwy.

Acknowledged by _____ Referred to __ H. G. Smith ______

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 12 14 53 Report received ________

Remarks: Have checked - when billing found OK process for payment

PACIFIC POWER & LIGHT COMPANY
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON

September 10, 1953

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon Station Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams, Asst. State Highway Engineer

Dear Sir:

Reference is made to our letter of March 11, 1953, concerning the relocation of certain sections of our electrical power lines to conform with the new right of way of the Rowena-Chenowith Creek unit of the Mosier-The Dalles section of the Columbia River Highway in Wasco County.

Enclosed are 3 copies of our invoice in the amount of $25,344.45 covering the cost of relocating said electrical facilities. Your letter of March 3, 1953, authorizes us to bill the State Highway Commission for the expense of relocating said electrical facilities.

Very truly yours,

A H Prael
A. H. Prael
Right of Way Agent

AHP:mjh
Encls. 3

NOTED
W. C. WILLIAMS

RECEIVED
[illegible] 1953

RECEIVED
FOR FILING

OFFICE OF SUPERINTENDENT
2525 N. Larrabee Avenue
Portland 12, Oregon

OCTOBER 27, 1953

(File D 315-2-41)

MR. VERNIE JARL
Box 254
Gresham, Oregon

Dear Sir:

Under contract between yourself and Oregon State Highway Commission you are performing work on the Rowena-Chenoweth Creek Unit of the Mosier-The Dalles Section of the Columbia River Highway, Wasco County, Oregon. This work is near the main line of the Oregon-Washington Railroad & Navigation Company (leased to Union Pacific Railroad Company). Your work has resulted in some damage to the Railroad Company's track and facilities.

Enclosed herewith is Union Pacific Bill No. 591766 dated October 16, 1953 in the amount of $616.18 covering part, but not all, of this damage. Bill for other damage will be rendered when compiled. Bill No. 591766 covers certain damage by your blasting operations at Railroad M. P. 77.8 on August 4, 1953.

Please favor us with payment at your early convenience.

Yours very truly,

J G Kimmell

J. G. Kimmell,
Superintendent

cc:
Lloyd's, London,
c/o Sayre & Toso, Inc., 333 Montgomery St., San Francisco, Calif.

Lloyd's, London, c/o Dooly & Co., Board of Trade Bldg., Portland, Oregon.

Oregon State Highway Department, Salem, Oregon (Atten: Mr. R. H. Baldock, State Hwy. Engr.)

Form PR 2 (Revised 1950)

CPR8

State Oregon

Federal Aid

Project No. FI-36(7)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23rd day of September, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 16th day of October, 1952, a program, which was approved on the 3rd day of November, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 6th day of January, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of four hundred fifty-two thousand, and 00/100 dollars ($452,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1890+50 in the NE 1/4, Section 11, T-2-N, R-12-E, W.M., and survey station 2090+00 in the SE 1/4, Section 17, T-2-N, R-13-E, W.M., except stations 1894+92 to 1895+80, length 3.761 miles, in Wasco County, being Oregon Federal Aid project No. FI-36(7), consisting of 3.761 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~feet in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of four hundred fifty-two thousand and 00/100 dollars ($452,000.00), which does not exceed the authorized Federal pro rata share of seven hundred twenty-nine thousand, six hundred sixty-five and 20/100 dollars ($729,665.20), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing
Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By M K Mc Iver
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Bureau of Public Roads.

OR SEP 25 1953 REC

RECEIVED SEP 23 1953 DIVISION 8

SEP 2

Oregon State Highway Department

Federal Aid Project
No. F1-36 (7)

WEST UNIT, ROWENA-CHENOWETH CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code 0010
Roadway (Sta. 1890+50 to 2090+00) (Contract No. 3856)

All Required		Clearing and Grubbing (65%)		$ 19,500.00
1,800	cu. yds.	Structural Excavation, Unclassified	$ 3.00	5,400.00
710,000	cu. yds.	General Excavation, Unclassified	0.80	568,000.00
2,943,000	yd. stas.	Short Overhaul	0.01	29,430.00
41,200	C-yd. stas.	Long Overhaul	0.40	16,480.00
3.76	miles	Finishing Roadbed and Slopes	700.00	2,632.00
7,400	lin. ft.	Rounding Cutbanks	0.10	740.00
450	lin. ft.	18-inch Corrugated Metal Pipe	3.50	1,575.00
70	lin. ft.	18-inch Extra Strength Corrugated Metal Pipe	4.00	280.00
170	lin. ft.	48-inch Extra Strength Corrugated Metal Pipe	20.00	3,400.00
40	lin. ft.	Extra for Installing Pipe under Railroad	12.00	480.00
2,000	lin. ft.	8-inch Perforated Metal Drain Pipe	2.50	5,000.00
710	lin. ft.	18-inch Concrete Pipe	3.50	2,485.00
340	lin. ft.	18-inch Extra Strength Concrete Pipe	4.00	1,360.00
140	lin. ft.	24-inch Extra Strength Concrete Pipe	5.50	770.00
280	lin. ft.	36-inch Extra Strength Concrete Pipe	10.00	2,800.00
20	lin. ft.	8-inch Sewer Pipe	2.00	40.00
20	lin. ft.	Salvaging Culvert Pipe	3.00	60.00
400	cu. yds.	3/8" - 0 Backfill in Drains	5.00	2,000.00
60	only	Concrete Sight Posts	15.00	900.00
			Subtotal	$663,332.00
			10% Engr. & Cont.	66,333.20
			Total	$729,665.20

Length of Roadway	3.761 miles
Length of Bridge	0.017 mile (Exception)
Total Length	3.778 miles
Cost per Mile	$194,008.29

Federal Funds- -	$452,000.00
State Funds- -	277,665.20
	$729,665.20

State Funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1939; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid Project
No. FI-36 (7)

WEST UNIT, ROWENA-CHENOWETH CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 30, 1952

Type Code 0010
Roadway (Sta. 1890+50 to 2090+00)

All Required		Clearing and Grubbing (65%)		$ 11,700.00
1,800	cu.yd.	Structural Excavation, Unclassified	$ 3.50	6,300.00
710,000	cu.yd.	General Excavation, Unclassified	0.87	617,700.00
2,943,000	yd.sta.	Short Overhaul	0.015	44,145.00
41,200	C-yd.sta.	Long Overhaul	0.50	20,600.00
3.76	mile	Finishing Roadbed and Slopes	600.00	2,256.00
7,400	lin.ft.	Rounding Cutbanks	0.20	1,480.00
450	lin.ft.	18-inch Corrugated Metal Pipe	4.50	2,025.00
70	lin.ft.	18-inch Extra Strength Corrugated Metal Pipe	5.50	385.00
170	lin.ft.	48-inch Extra Strength Corrugated Metal Pipe	16.00	2,720.00
40	lin.ft.	Extra for Installing Pipe under Railroad	10.00	400.00
2,000	lin.ft.	8-inch Perforated Metal Drain Pipe	2.25	4,500,00
710	lin.ft.	18-inch Concrete Pipe	3.50	2,485.00
340	lin.ft.	18-inch Extra Strength Concrete Pipe	4.25	1,445.00
140	lin.ft.	24-inch Extra Strength Concrete Pipe	5.50	770.00
280	lin.ft.	36-inch Extra Strength Concrete Pipe	10.00	2,800.00
20	lin.ft.	8-inch Sewer Pipe	1.00	20.00
20	lin.ft.	Salvaging Culvert Pipe	2.00	40.00
400	cu.yd.	3/8" - 0 Backfill in Drains	5.00	2,000.00
60	only	Concrete Sight Posts	10.00	600.00
			Subtotal	$724,371.00
			10% Engr. & Cont.	72,437.10
			Total	$796,808.10

Length of Roadway	3.761	miles
Length of Bridge	0.017	mile (exception)
Total Length	3.778	miles
Cost per Mile	$211,860.70	

Federal Funds	$468,000.00
State Funds	328,808.10
	$796,808.10

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SEP [illegible] 1953
FOR FILING

71-36(7) [illegible]

[illegible]

September 4, 1953

Mr. John T. Trout
District Claim Agent
Union Pacific Railroad Company
452 Pittock Block
Portland 5, Oregon

Your File: 517-M-53

Dear Sir:

This will acknowledge receipt of a copy of your letter of August 31 addressed to Vernie Jarl, in which letter you advise that Wayne Weeks has presented a claim for loss of livestock on March 29, at Mile Post 80.9.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

me

UNION PACIFIC RAILROAD COMPANY
Office of the District Claim Agent

August 31, 1953

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Our File: 517-M-53

Mr. Vernie Jarl, Contractor
P. O. Box 254
Gresham, Oregon

Dear Sir:

(cc Mr. John R. Mulick
Asst. Gen. Claim Agent
Omaha 2, Nebraska

Lloyd's of London
c/o Dooley & Co.
Board of Trade Bldg.
Portland 4, Oregon

Mr. Wayne Weeks
Route #4
The Dalles, Oregon

Lloyd's of London
c/o Sayre & Tosie, Inc.
333 Montgomery Street
San Francisco, California

Oregon State Highway Dept.
Salem, Oregon
Att: Mr. R. H. Baldock)

This is to advise that the Oregon-Washington Railroad & Navigation Co. and its lessee, the Union Pacific Railroad Company, hereby notify you that Wayne Weeks has presented claim for loss and damage to livestock in the sum of $94.30 account said livestock being struck and killed by one of our trains about 1:15 p.m., March 29, 1953, about Mile Post 80.9, said cow having gained entrance to our right-of-way due to fence having been removed as a result of construction operations of your company.

For your further information Mr. Weeks' address is shown as Route #4, The Dalles, Oregon, and we are giving him a copy of this letter so he will know we referred this matter to you and that he should handle it directly with you.

Will you kindly acknowledge receipt of this letter.

Very truly yours,

John T. Trout
District Claim Agent

FI-36(7)
FI-36(9)
3856

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 1st, 1953

To:
Mr. W. E. Chandler
Division Engineer
State Highway Department
Bend, Oregon

SUBJECT:

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between Vernie Jarl and George E. Berry covering Item 31 of the Rowena-Chenowith Creek Contract 3856, Oregon FI-36(7) and FI-36(9), is approved, and you may so inform the interested parties.

Four copies are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:AR
Enc.

cc to: W. C. Williams ✓
C. G. Polk - 2

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1953
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

FI-[illegible]
FI-[illegible]
3856

THE DALLES
August 20, 1953

Rowena-Chenowith Creek
Contract No. 3856

The Pacific Telephone & Telegraph Co.,
Attention Mr. J.F. Quirk,
410 N.E. Clackamas Street,
Portland, Oregon.

Re: RO #52119

NOTED
W. C. WILLIAMS

Gentlemen:

This is your authority to proceed with the rerouting of your lines in the vicinity of railroad M.P. 81.0 (Highway Station 2146) during construction of the new Columbia River Highway, and replace them when no longer endangered by construction work.

Since these lines are not on a public highway, you may bill the Highway Department for the cost. I have your estimate of $ 125.00 for the work.

Very truly,

A.V. Benedict
A.V. Benedict
Resident Engineer

cc: Mr. W.C. Williams
Mr. H.G. Smith
Mr. W.E. Chandler

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[illegible]
[illegible]

August 14, 1953

Mr. J. G. Kimmell, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Your File: D 315-2-41

Dear Sir:

Receipt is acknowledged of your letter of August 6 stating that on August 4 Railroads' track structure was damaged at Railroad M. P. 77.8 by blasting operations of Vernie Jarl, contractor on the Rowena-Chenoweth Creek Unit of the Mosier-The Dalles Section of the Columbia River Highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

me

Office of Superintendent
2525 North Larrabee Avenue
Portland 12, Oregon

AUGUST 6, 1953
(File: D 315-2-41)

REGISTERED MAIL -
RETURN RECEIPT REQUESTED

Lloyd's, London
c/o Sayre & Toso, Inc.
333 Montgomery Street
San Francisco, California

Lloyd's, London
c/o Dooly & Co.
Board of Trade Building
Portland, Oregon

cc: Mr. Vernie Jarl, Contractor
Box 254
Gresham, Oregon

cc: Oregon State Highway Department
Salem, Oregon
(Atten: Mr. R. H. Baldock,
State Highway Engineer)

Gentlemen:

Please refer to Underwriters of Lloyd's of London Certificates Nos. LC-100083(C) and 100084(C) in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company, covering damage to property occurring during construction on the Rowena-Chenoweth Creek Unit of the Mosier-The Dalles Section of Columbia River Highway in Wasco County, Oregon.

In accordance with the policies, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that on AUGUST 4, 1953, at Railroad M.P. 77.8, Railroads' track structure was damaged by the blasting operations of the Highway Contractor, Vernie Jarl.

We expect to present a claim for this damage when the amount has been determined.

Please acknowledge receipt of this letter.

Yours very truly,

J. G. Kimmell,
Superintendent

C O P Y

JCM:fjw

JOHN C. McLEAN

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FORM E-20 25M 9-51 52115
F1-36(7)
F1-3?(?)
3856

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 25, 1953
Salem, Oregon

SUBJECT:

C
O
P
Y

To: Mr. W. C. Williams
Asst. State Highway Engineer
Office

Dear Mr. Williams:

You have asked whether we should pay the bill submitted by contractor Vernie Jarl for additional insurance premiums paid by him under contract No. 3856 for coverage of the railroad's property.

I discussed this matter with Mr. Bayless, the agent who handled the insurance. He informed me that at the time the insurance was placed the contractor knew that the additional coverage was required and, therefore, negotiation with the underwriters was on that basis. This procedure was followed because by placing both coverages at the same time a lower total premium resulted than would have been the case had they been placed separately. The total premium for the Railroad Protective Damage coverage was $4,572.26, one-half of which Mr. Bayless believed should be charged to the State--this being his estimate of what the additional premium would have been if placed separately.

Over the telephone Mr. Bayless candidly stated that an agent in his position could, without fear of contradiction, allocate any percentage of the total premium he so desired to one risk or the other. This being the case, the hindsight nature of the billing in question should not be determinative of its validity or invalidity.

It is recognized that to the extent an insurance agent can arbitrarily decide and declare what part of the premium is due to the coverage of the railroad's property, the State's interest may be prejudiced. We do not, however, have the facilities for passing on either the reasonableness or the good faith of the figure submitted to us. In such circumstances we are in the position of being obliged to pay the amount that the insurance agent claims is due to coverage of the railroad's property.

It is my opinion, therefore, that the bill for $2,286.28, submitted by contractor Vernie Jarl as the insurance premium paid for coverage of the railroad's property, should be paid by the State.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By: John C. McLean

JOHN C. McLEAN

JCM:fjw

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FORM E-30 25M 9-51 #2316
FI-36(7)
BFI-36(9)
3856

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1953

SUBJECT:

To:

Mr. W. E. Chandler
Division Engineer
State Highway Dept.
1290 Wall Street
Bend, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between Vernie Jarl and Wall & Sons, covering Items 26 and 27 on the Rowena-Chenoweth Contract No. 3856 Oregon FI-36(7) and BFI-36(9), is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js
encl.
cc W. C. Williams
C. G. Polk - 2

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11 I - 31(9)

[illegible]

Salem, Oregon
April 16, 1953

Mr. C. W. Enfield
Chief Counsel
Office

Attention: Mr. J. W. DeSouza

Attached are two copies of an Easement Agreement with O.W.R. & N Railroad Company covering easements on the Rowena-Chenoweth Creek Section of the Columbia River Highway in Wasco County. These copies have been executed by the State Highway Commission and are now ready for the signatures of the Officials of the Railroad Company.

When fully executed please return one copy to this office for the Commission's files.

Yours very truly,

Acting Secretary

rn
Attach: 2

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Salem, Oregon
April 14, 1953

Mr. A. V. Benedist
Resident Engineer
The Dalles, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of March 23, concerning the segregation of quantities for Federal Aid Projects FI-36 (7) and BFI-36 (9) on the Rowena-Chenoweth Creek Section, Contract No. 3856.

The work under Project FI-36 (7) consists of the grading and drainage for the section from Station 1890+50 to Station 2090+00. Project BFI-36 (9) covers the grading and drainage from Station 2090+00 to Station 2195+20. It also includes the rock base and paving work throughout the job, Station 1890+50 to 2195+20.

The excavation bracket between Stations 2090 and 2108 should be included in the quantities for BFI-36 (9), but since these materials are used to construct embankment on FI-36 (7) the haul items for the materials should be included in the quantities for that project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

JWN:gs

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

The Dalles, Oregon
March 23, 1953

SUBJECT: Rowena-Chenoweth Creek Unit,
Rowena-The Dalles Section,
Columbia River Highway.

To:

Mr. S.H. Probert,
Office Engineer,
Salem, Oregon

Dear Sir:

Under contract No. 3856 on the above captioned Unit and Highway we have two Federal Aid projects, FI-36(7) and BFI-36(9), which overlap. On some items, we can pick out the segregation from the Summary sheet of the plans. On excavation and haul items, however, I am unable to determine how the q uantities should be segregated.

Please explain the basis for segregation of quantities on these two projects.

Very truly,

A.V. Benedict

A.V. Benedict
Resident Engineer.

cc: Mr. H.G. Smith
Mr. W.E. Chandler.

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April 10, 1953

Mr. A. McAllister, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Your File: D 315-2-41

Dear Sir:

This will acknowledge receipt of your letter of April 6 stating that on February 27, 1953, at Railroad M.P. 79.75, railroad communication lines were damaged by blasting operations of Vernie Jarl, contractor on the Rowena-Chenoweth Creek Unit of the Mosier-The Dalles Section of the Columbia River Highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

me

OFFICE OF SUPERINTENDENT
2525 N. Larrabee Avenue
Portland 12, Oregon

APRIL 6, 1953

REGISTERED MAIL -
RETURN RECEIPT REQUESTED

(File: D 315-2-41)

Lloyd's, London
c/o Sayre & Toso, Inc.
333 Montgomery Street
San Francisco, California

cc: Mr. Vernie Jarl, Contractor
Box 254
Gresham, Oregon

Lloyd's, London
c/o Dooly & Co.
Board of Trade Building
Portland, Oregon

cc: Oregon State Highway Department
Salem, Oregon
(Atten: Mr. R. H. Baldock,
State Highway Engineer)

Gentlemen:

Please refer to Underwriters at Lloyd's of London Certificates Nos. LC-100083(C) and 100084(C) in favor of Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and The Western Union Telegraph Company, covering damage to property occurring during construction on the Rowena-Chenoweth Creek Unit of the Mosier-The Dalles Section of Columbia River Highway in Wasco County, Oregon.

In accordance with the policies, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company hereby notify you that on FEBRUARY 27, 1953, at Railroad M.P. 79.75, the Railroads' communication lines were damaged by blasting operations of the Highway Contractor, Vernie Jarl.

We expect to present a claim for this damage when the amount has been determined.

Please acknowledge receipt of this letter.

Yours very truly,

A McAllister

A. McAllister,
Superintendent

FORM E-30X 15M 1-52 98419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 6, 1953

To: Mr. W. C. Williams
Asst. State Highway Engineer
OFFICE

SUBJECT: Easement Agreements - Union Pacific R.R.
Rowena-Chenoweth Creek Section
Columbia River Hy., Wasco County

Dear Mr. Williams:

Herewith there are returned to you for execution by the State Highway Commission original and first carbon copy of agreement with Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) covering easements on the Rowena-Chenoweth Creek Section of the Columbia River Highway in Wasco County.

The following clauses in the agreement are considered to be undesirable, and this communication is for the purpose of bringing your attention to such items:

Paragraph (b) of Section 5 on page 8 is an attempt to ratify the title of the Railroad Companies to their existing rights of way, and, also, to secure the conveyance of shore lands of the Columbia River if any are involved. Such acts are clearly beyond the powers of the State Highway Commission and it is unlikely that the commitments made ever could be enforced against the Commission, although there is always the possibility that strong demands may be made. When the agreements are returned to the Railroad Companies it should be pointed out in the communication transmitting the instruments that the clauses should be construed to apply only to such land as may be under the jurisdiction of the Highway Commission.

Paragraph (a) of Section 7 on page 11 is an attempt to place a liability on the State for injury or death of the Companies' officers, agents, employees, passengers or others, and also damages to property of the Railroads' or property in their custody, or other property. It again is a question as to whether or not the State Highway Commission has authority to assume such responsibility, but the situation is rendered less serious by the fact that Section 11 on page 13 provides that nothing in the agreement shall ever be held to impose any personal financial responsibility upon any member of the Oregon State Highway Commission or its officers, agents or employees.

Section 9 on pages 12 and 13 is objectionable in that it is an indemnification and hold harmless clause arising from disturbances of the stability of the railroad roadbed. This might be alright insofar as it affects replacement of the physical damage, but the clause goes further and covers all loss, cost, damage, expense and liability which might result from disturbance of the railroad roadbed. This could include damages arising from a wreck. It would be satisfactory if the clause had been held to such damages as might be recoverable in an inverse condemnation action for the taking of railroad property.

You have given the writer to understand that, based upon authority granted in advance by the State Highway Commission, Mr. Baldock advised the Railroad Companies that the agreement would be executed when submitted, and that based upon this assurance the Railroad Companies gave permission to enter upon the railroad properties pending execution and return of the instrument. It would seem that under these conditions the Commission is morally obligated to execute the instrument even though it does contain objectionable features.

After execution by the Commission please return both copies direct to me for further handling.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 2
cc: Mr. Floyd Query ✓
Mr. C. W. Enfield

FORM E-30 25M 9-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 1st, 1953

SUBJECT:

To: Mr. W. E. Chandler
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

The subcontract between Vernie Jarl and Warren Northwest, Inc. covering Items 32 to 40 inclusive on the Rowena-Chenowith Creek Section of the Columbia River Highway, Contract #3856, Oregon FI-36 (7) and NFI-36 (9), is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:AR
Enc.

cc to: W. C. Williams ✓
C. G. Polk - 2

R

BFI-36(7)
BFI-36(9)
356

PACIFIC POWER & LIGHT COMPANY
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON

March 11, 1953

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Attention: Mr. W. C. Williams, Asst. State Highway Engineer

Dear Sir:

Reference is made to your letter of March 3, 1953, authorizing us to start work on the relocation of certain sections of our electrical power lines to conform with the new right of way of the Rowena-Chenoweth Creek unit of the Mosier-The Dalles section of the Columbia River Highway, in Wasco County, and to bill the Oregon State Highway Department for the cost of relocating said power lines. All of the transmission line and the distribution lines to be removed and relocated because of the highway reconstruction are on private right of way. Enclosed are maps showing the location of the new poles and circuits and also the poles and circuits which are to be removed.

The work to be done at the expense of the State Highway Department is as follows:

> Remove 40 transmission and distribution poles, 192 crossarms, 24 anchors, 46 guys, 6,888 lbs. of conductor and miscellaneous items.
>
> Install 27 poles, 51 anchors, 62 guys, crossarms, crossarm timbers, and lengths of conductor similar to those lengths removed.
>
> Move 1 capacitor bank and a sectionalizing switch and transfer services and transformers.
>
> Install temporary poles and structures for the necessary 69 kv by-pass lines to be used temporarily during the construction of the new line.

Charges will be made for construction costs of the new line, plus the cost of removing and/or transferring existing facilities. Credits will be given for the life used plus the salvage, depreciated material value, of the material removed. The estimated net charge to the State Highway Department is $29,494.94. A separate sheet, showing the detailed amounts, is attached.

If you desire further information, please let us know.

Very truly yours,

AHPrael

A. H. Prael
Right of Way Agent

AHP:p
Enc. 2

RECEIVED
MAR 13 1953
OFFICE OF
STATE HIGHWAY ENGINEER

Estimated Cost to Oregon State Highway Commission for Relocating Electric Transmission and Distribution Facilities

Facilities on private property or having prior rights on the "Rowena - Chenoweth Creek Unit of Mosier - The Dalles Section" of the Columbia River Highway, Wasco County.

Charges:		
New Pole Line	$26,230.75	
Remove and transfer facilities	7,210.03	
Total Charges		$33,440.78
Credits:		
Life used (of original cost in place)	2,351.65	
Salvage (depreciated material value)	1,594.19	
Total Credits		$ 3,945.84
NET CHARGES		$29,494.94

RECEIVED
1953
FOR FILING

[illegible](1)
[illegible](7)
3x56

March 3, 1953

Pacific Power & Light Company
Public Service Building
920 S. W. Sixth Avenue
Portland, Oregon

Attention: Mr. Stevens

Gentlemen:

This is your authority to start work on the removing of your power line on the Rowena-Chenoweth Creek Section (Vernie Jarl, contractor) and bill the State Highway Department for the cost on private right of way.

It is understood that this permission is being given to expedite your work and that you will submit an estimate of cost of the proposed work within the next week.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. Dean Swift

RECEIVED
FEB 20 1953
FOR FILING

FI-[illegible]
FI-[illegible]
3856

February 20, 1953

Mr. Vernie Jarl
P. O. Box 507
Gresham, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3856, which was awarded to you by the State Highway Commission, for grading and paving on the Rowena-Chenoweth Creek Unit, Mosier-The Dalles Section of the Columbia River Highway in Wasco County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FEB 17 1953
FOR FILING

February 16, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 10, 1953 on Contract No. 3856, Rowena-Chenoweth Creek Unit, Mosier-The Dalles Section, in connection with Federal Aid Project No. FI-36 (7), BFI-36 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By.

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
FEB [illegible] 53
FOR FILING

FI - 36(7)
BFI - 3 (7)
3056

Salem, Oregon
February 5, 1953

Mr. H. G. Smith

We are this date awarding the contract for the Rowena-Chenowith Creek Section of the Columbia River Highway. This contract is being awarded on the basis of a permit of entry being granted by the Union Pacific Railroad Company. Said permit of entry is contingent upon the contractor's providing the necessary insurance and securing approval thereof before entering upon the Railroad Company's property.

Please advise the necessary engineering personnel to make certain that Contractor Vernie Jarl does not enter upon any Railroad property or otherwise interfere with Railroad property until we are advised by the Union Pacific Railroad Company that satisfactory insurance has been furnished.

W. C. Williams

WCW:me

UNION PACIFIC RAILROAD COMPANY

OMAHA 2, NEBRASKA

A. E. STODDARD,
PRESIDENT

February 3, 1953

Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Attention: Mr. R. H. Baldock, Chief Engineer

Gentlemen:

Reference is made to telephone conversation between Mr. Baldock and Mr. Lynch, February 2, 1953, concerning permit of entry for the State's contractors to enter upon railroad property in connection with highway changes through the Columbia River Gorge:

You are advised that the formal instruments covering highway changes in the segment designated as "Rowena to Crates", as outlined in Drawing 7-B-11-14, dated December 1951, revised July 1952, and 5-B-35-15, dated September 1951, will effect grant of easement to Oregon State Highway Commission covering the property required for relocation of the Columbia River Highway and involving changes in railroad construction.

The agreements, which are in course of preparation, will contain provisions agreed upon between our respective representatives that the work to be performed will be without expense to the Railroad Companies and will not interfere with or delay railroad operations over the tracks of the Railroad Companies except as authorized by the Railroads. It will be necessary for the contractor to make arrangements concerning its operations, as have been outlined in previous arrangements and as will be contained in the documents that are being prepared. The instruments also will provide for proper indemnification to the Railroads, as has been the case in previous arrangements.

Conditioned upon the foregoing and pending the delivery of the formal agreements and subsequent instrument of grant, and subject to the same terms and conditions as will be contained therein in said easement agreements, permission is hereby granted the Oregon State Highway Commission, its contractors or subcontractors to enter upon the premises of the Railroad Companies, as necessary, in the Rowena-Crates Section, for the purpose of accomplishing the construction of highway relocation.

Yours very truly,

NOTED
W. C. WILLIAMS

A E Stoddard

RECEIVED
MAY 19 1953
FOR FILING

AGENDA
FEB 17 1953

February 5, 1953

Vernie Jarl
Box 254
Gresham, Oregon

Dear Sir:

The State Highway Commission on January 21, 1953 accepted your proposal to grade and pave on the Rowena-Chenoweth Creek Unit, Mosier-The Dalles Section of the Columbia River Highway in Wasco County, for the sum of $1, 229, 045, and on the same day awarded contract No. 1856 to you subject to clearance of right of way matters and receipt of concurrence from the Bureau of Public Roads. This note is to inform you that such conditions have now been satisfied; however, the award of this contract does not permit you to enter upon the Railroad Company's property or in any wise interfere with the Railroad Company's property until such time as you have posted the insurance required by the Union Pacific Railroad Company and obtained approval thereof.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: Mr. Kidder, Division Engineer
Union Pacific Company

H. G. Smith
Goldie Lewis
W. M. Franswa, SIAC
S. H. Probert

see confirmed

E.R.

FORM E-30 25M 1-52

PARTMENT

ENCE

To:

Mr. Glaisyer.
Please send copy
of your notice of
award to Div. Engr
Kidder – U. P. Co. WCW

RECEIVED
MAY [illegible] 1953
FOR FILING

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	LETTER TELEGRAM ☐
VICTORY LETTER ☐	SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

cc: file ✓

Vernie Jarl
Box 254
Gresham, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for grading and paving on Rowena-Chenoweth Creek Unit, Mosier-The Dalles section of the Columbia River Highway in Wasco County for which you submitted low bid on January 21, 1953. Contract forms will be mailed you shortly for execution. The award of this contract does not permit you to enter upon the Railroad Company's property or in any wise interfere with the Railroad Company's property until such time as you have posted the insurance required by the Union Pacific Railroad Company and obtained approval thereof.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

FORM E-30 25M 1-52 65419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 5, 1953

SUBJECT:

To: Mr. H. B. Glaisyer

In notifying Vernie Jarl of the award of the contract on the Rowena-Chenowith Creek Section of the Columbia River Highway, please include the following language:

"The award of this contract does not permit you to enter upon the Railroad Company's property or in any wise interfere with the Railroad Company's property until such time as you have posted the insurance required by the Union Pacific Railroad Company and obtained approval thereof."

W. C. Williams

WCW:me

RECEIVED
FOR FILING
OREGON DISTRICT
FI-36(7)
BFI-36(9)
3856

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 5, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BFI-36(9), Rowena-Chenoweth Creek Section of the Columbia River Highway, we hereby concur as of this date in award of contract No. 3856 to Vernie Jarl of Gresham, Oregon, low bidder in the amount of $1,229,045.00 for this project combined with Project FI-36(7) at the January 21, 1953 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

FI-36(7)
+ BFI-36(9)
3856

February 5, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project FI-36(7), West Unit, Rowena-Chenoweth Creek Section of the Columbia River Highway, we hereby concur as of this date in award of contract No. 3856 to Vernie Jarl of Gresham, Oregon, low bidder in the amount of $1,229,045.00 for this project combined with Project BFI-36(9) at the January 21, 1953 bid opening.

Very truly yours,

C G Folk
C. G. FOLK
District Engineer

RECEIVED
FEB 1953
FOR FILING

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3856

February 5, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Rowena-Chenoweth Creek Section of the Columbia River Highway in Wasco County, Projects FI-36 (7) and BFI-36 (9), to Vernie Jarl of Gresham, Oregon, on the basis of the bid of $1,229,045 submitted by him on January 21, 1953.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
FEB 1953
FOR FILING

[illegible]
[illegible]
3856

February 4, 1953

Mr. E. F. Kidder, Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Dear Sir:

Replying to your letter of February 3 (your File D 315-2-41), you are advised that it will be entirely satisfactory to this Department to incorporate the drainage of the Rowena interchange in the regular encroachment and construction agreement.

I am informed that the request for the permit for the drainage has been forwarded to the Union Pacific Railroad Company through your Mr. Callahan, and I am assuming that by this time the details have reached your office. If there is anything more you need from us in this respect, we will furnish it immediately upon request.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc H. G. Smith
R. L. Porter

Form 2552
2-52-150M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

FEBRUARY 3, 1953

(File D 315 - 2 - 41)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

W. C. WILLIAMS

Atten: Mr. W. C. Williams,
Ass't. State Highway Engineer.

Dear Sir:

ROWENA-CHENOWETH CREEK SECTION OF
COLUMBIA RIVER HIGHWAY

Thanks for the prints revising the approach to the private road crossing from the Rowena interchange, which accompanied your letter of January 23rd.

The approach as revised will, it is believed, accommodate all the traffic that uses the grade crossing.

It is noted you request that the culvert draining the interchange which it is proposed to install under our track be made a separate matter apart from the encroachment negotiations. Unless it is particularly objectionable to you, it will be more satisfactory for us to include this culvert in the regular encroachment and construction agreement. This way, everything in the construction section is in one agreement and requires but one submission to my principals.

Trusting this arrangement will be satisfactory to you, I am

Yours very truly,

EFKidder

E. F. Kidder,
Division Engineer

RECEIVED
FEB 4 1953
OFFICE OF
STATE HIGHWAY ENGINEER

R

RECEIVED
FOR FILING

FORM E-30
B71--6([illegible])

3856

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 3, 1953

SUBJECT: Rowena-Chenowith Unit
Columbia River Highway
Wasco County

To:

Mr. W. C. Williams
Ass't. Highway Engineer
OFFICE

All private rights of way on this section have been acquired. Contract may be awarded as soon as clearance has been received from the Union Pacific Company.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

NOTED
W. C. WILLIAMS

RECEIVED
FEB 4 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 26 1953
FOR FILING

IT [illegible]
PFI-36(9)
2226

January 23, 1953

Mr. E. F. Kidder, Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Dear Sir:

As requested in your letter of January 15, your File B 315-2-41, we have revised the plans for the Cloverleaf at Rowena, in order that there be no encroachment on railroad property, nor any easement required. I submit under separate cover four copies of revised prints of the cloverleaf layout and three sets of plans for the entire project.

It is not our desire or intention to in any way tend to increase the amount of traffic across the railroad tracks; in fact, insofar as the Highway Department is concerned, we would have no objection if the crossing were closed. This you probably will be unable to do, and I cannot see where the Highway plans will in any way increase traffic across the Union Pacific tracks.

You will note on the plans that there is indicated on the profile of A Line an 18-inch pipe to be installed under the railroad tracks. This has been taken up with your Engineering Department previously, and we are in the process of submitting to you a request for a permit for the installation of this pipe. This, we think, should be a separate issue and not included in the encroachment negotiations.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith
Mr. R. L. Porter

Form 2552
2-52-150M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 N. Larrabee Avenue
Portland 12, Oregon

NOTED
W. C. WILLIAMS

JANUARY 15, 1953

(File D 315-2-41)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. W. C. Williams,
Assistant State Highway Engineer.

Dear Sir:

ROWENA-THE DALLES SECTION,
COLUMBIA RIVER HIGHWAY

This letter is addressed to you because all our previous correspondence on this Section has been with you.

We received today via our Tax and Right-of-Way Department, without a letter of transmittal from the State, one set of Federal Aid drawing on above section of work.

It is noticed, as part of the Clover Leaf at Rowena, you propose a connection to the road crossing over our main track and passing track. This proposed improvement is an entirely new matter to us, no previous mention on the connection having been made and has no doubt been done, thinking the crossing to be public. This crossing, however, is not public, but private; and the Railroad is unwilling, at this time, to grant an easement for the proposed construction on its right-of-way. It is felt that an improvement such as indicated is particularly bad as it would be inviting the public to an already hazardous crossing, which would be made more hazardous by a deeper cut on either leg of the approach.

It will be appreciated if you will make the necessary revision in your plans to eliminate the proposed improvement,

RECEIVED

furnishing us four (4) copies of revised prints, and three (3) sets of the balance of the plans.

Yours very truly,

E F Kidder

E. F. Kidder,
Division Engineer

RECEIVED
FOR FILING

FI-36(7)
FGT-36(7)
[illegible]

January 23, 1953

Mr. Vernie Jarl
438 South Roberts Avenue
Gresham, Oregon

Dear Mr. Jarl:

The State Highway Commission on January 21, 1953 accepted your bid in the amount of $1,229,045.00 for construction of 5.70 miles of grading and paving on the Rowena-Chenoweth Creek Unit of the Mosier-The Dalles Section of the Columbia River Highway about 2 miles west of The Dalles in Wasco County submitted by you on that day. Yours was the low bid received for this project, and the Commission has awarded the contract to you.

The Engineer was authorized and instructed to prepare contract and bond forms for execution by you and your surety when concurrence in the award of the contract has been received from the U. S. Bureau of Public Roads and right of way matters have been clarified.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary,
OREGON STATE HIGHWAY COMM.

ehr

cc
H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

RECEIVED
FOR FILING
FORM E-90 3M 3-51 47196

MISC. CONTRACTS and AGREEMENTS No. 1427

Const
R/W
Col Riv Hwy (upper)
3947

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16, 1953

SUBJECT: Assignment #3947

To: Mr. W. C. Williams
OFFICE

REFERRED TO
~~Glasyer~~
~~By Asst. Chief Engineer~~
to file

REFERRED TO
BY SECRETARY
file

Attached is a copy of a resolution adopted by the Wasco County Court which consents to road closures in connection with the Rowena-Chenoweth Creek project.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Assistant Engineer

JFH:MM
Att.

NOTED
W. C. WILLIAMS

RECEIVED
[illegible]

Date: January 12, 1953

ASSIGNMENT

No. 3947
By WC

Description: Resolution for adoption by Wasco County (7 copies) and letter by Tom Reeder. Resolution consents to closures of county roads in connection with Rowena-Chenoweth Creek Unit of Mosier-The Dalles Section of Columbia River Highway

Acknowledged by ----- Referred to --- Cattrell ------

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ------------------ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 1-16-53 Report received --------

Remarks: For execution by County.
WCW

FORM 2-30 37,500 4-52

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 12, 1953
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Herewith you will find the original and six copies of the proposed resolution to be adopted by Wasco County with respect to the County's consenting to the closures of certain county roads in connection with the Rowena-Chenoweth Creek Unit of Mosier-The Dalles Section of the Columbia River Highway in Wasco County.

The consent of the said County is required by certain provisions found in the throughway act, and it is for this purpose that the enclosed resolution has been prepared.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J Reeder
THOMAS J. REEDER
Assistant Attorney

TJR:jfw
Encls: 7

Williams - Exhibit "A" should be attached; we have no copies.
CWE

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]
Fed Aid
Prog & Proj

B71-36 (9)
71-36 (7)

January 6, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P. S. and E. documents for Oregon Projects FI-36(7) and BFI-36(9), Rowena-Chenoweth Creek Section of the Columbia River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending receipt of advice that all rights of entry have been acquired and pending receipt of copies of the easement agreement with the railroad.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED
JAN 10 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 1953
FOR FILING

file [illegible]

Salem, Oregon
December 1, 1952

Mr. C. W. Enfield
Chief Counsel
Office

Attached for further handling is the original and a duplicate copy of a pipe line crossing agreement with the O.W.R. & N and Union Pacific Railroad Companies re pipe line crossing near Rowena on the Columbia River Highway in Wasco County. This agreement has been executed by the State Highway Commission and is now ready for the signatures of the Officials of the Railroad Company.

Yours very truly,

Secretary

rn
Attach: 2

H Stein
#403 file R.P.

RECEIVED
AUG 7 1952
FOR FILING

FORM E-30X 15M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 6, 1952

SUBJECT: File No. 16222-Taylor
Rowena-Chenoweth Creek Section
Columbia River Highway

To:

Ray Landon
Right of Way Agent
The Dalles Hotel
The Dalles, Oregon

Referring to the matter of the Dr. Taylor acquisition on the Rowena-Chenoweth Creek Section of US 30 in Wasco County, I have discussed the water supply situation with our geologist, Mr. Scott.

Mr. Scott has made a superficial investigation of the matter and from what he tells me I believe that a full investigation is in order. As you know, there are two springs on the Taylor property, one of which at least produces quite a large volume of water and is now developed as a water source by Dr. Taylor. Mr. Scott is proceeding with a full investigation of the matter so that our files will contain all pertinent data with respect to the water flow, springs, etc.

If the matter of water supply becomes a major issue in our negotiations with Dr. Taylor, and I am sure it will, it will probably be necessary to delay this acquisition until Scott's report is completed.

Forrest Cooper

FORREST COOPER
Right of Way Engineer

FC:rmw

cc: W. C. Williams
H. G. Smith

RECEIVED
FORM E-128X 37,500 4-38
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 31, 1952

Mr. E. F. Kidder, Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Street
Portland 12, Oregon

Dear Sir:

On January 11, 1952 we submitted to you encroachment maps for the Rowena Tunnel Section and Parts 1 and 2 of the Rowena-Chenoweth Creek Section, Columbia River Highway. Since that date we have had almost continuous correspondence relative to different features of the new highway and railroad realignment and other matters pertaining to the encroachments. It is now believed that the Highway Department has complied with the Railroad Company's request for all alterations and revisions and that as of this date we are in agreement.

See 3793

Under date of July 24 we submitted to you a final revision in which we agreed, if the Railroad Company demanded, to hold the slopes of the highway fill 50 feet horizontally from the railroad subgrade. We did, however, request that in line with former agreements we be permitted a slope easement where the fill slope would be a minimum of 50 feet from the railroad center line at subgrade. This matter we will be able to work out with you satisfactorily.

We called for and received a satisfactory bid on the Rowena Tunnel Section on July 10, and we are extremely anxious to award this contract at a very early date. Therefore, we respectfully request that you immediately ask your management to grant the State Highway Commission a permit of entry on the Rowena Tunnel Section, so that we may award the contract. It is understood that the State Highway Commission will sign the agreement in conformance with the Railroad Company's usual requirements upon presentation of such agreement.

May we have your early advice as to the date that we may expect a permit of entry.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

RECEI
FOR FILI

July 16, 1952

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Street
Portland 12, Oregon

Dear Sir:

Under separate cover I am sending you revised encroachments between station 1955 and Part 1 of the Rowena-Chenowith Creek Section.

The line between stations 1971 and 1995 has been revised by moving it about 13 feet at the greatest point, near station 1980, so as to give you a right of way of 50 feet. There remains a slope easement at station 1972+50.

The daylighting has also been eliminated from the cuts.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

lg

RECEIVED
JUN 25 1952
FOR FILING

FORM E-30 25M 1-52 88419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23, 1952

SUBJECT: Rowena-Chenoweth Creek Sect.
Chenoweth Creek-The Dalles Sect.
Columbia River Highway
Wasco County

To:

W. C. Williams
Ass't. State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

A few weeks ago Mr. Baldock asked us to review the right of way estimate on the Chenoweth Creek-The Dalles Section. Our appraisal section has just completed a complete re-appraisal and review of the right of way situation from Rowena to the Dalles and have come up with the following data:

Rowena-Chenoweth Creek Sect.	$106,120.00
Chenoweth Creek-The Dalles Sect.	425,410.00

These estimates contain 20% contingency allowance. They also include the actual cost of 18 parcels which have been optioned.

FORREST COOPER
Right of Way Engineer

By: R. L. Porter
R. L. Porter
Ass't. Right of Way Engineer

RLP:rmw

RECEIVED

RECEIVED

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer
C. W. ENFIELD
Chief Counsel
H. B. GLAISYER
Secretary

FI-36(7)
EFI-36(7)
3856

February 5, 1952

Original filed in
EFI-36(7)
3775

Mr. A. McAllister, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Dear Sir:

In reply to your letter of January 25, prints of the right of way maps of the Mosier-Rowena and the Rowena-Chenoweth Creek sections, our drawings Nos. 7B-10-1 and 5B-35-15, are being forwarded under separate cover. These maps show that the proposed encroachment in Lot 2, Section 17, T.2 N., R. 13 E. is no longer necessary.

As to the cross sections, those from station 1778 to 1890 are available in this office but are on heavy paper and may only be reproduced by photographic methods. The remainder requested will be of the same character and are still in the field offices.

Very truly yours,

R. H. Baldock
State Highway Engineer

By W H Stiffler
W. W. Stiffler
Assistant State Highway Engineer

cc Mr. W. C. Williams ✓
Mr. H. G. Smith

OFFICE OF THE SUPERINTENDENT
2525 North Larrabee Avenue
Portland 12, Oregon

January 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. L. C. Williams
Assistant State Highway Engineer

Dear Sir:

Re: Rowena Tunnel-Chenoweth Creek Sections
of Columbia River Highway.

To assist in studying proposed line change at our Tunnel No. 3 and the other encroachments shown on the maps of the above section, which accompanied your letter of January 11th, please furnish me print of alignment between Highway Stations 1335 (Rowena Tunnel Section) and Station 1955 (Rowena-Chenoweth Creek Section).

A print of the platted cross sections from Stations 1773 to 2015 and from 2133 to 2165 would be of assistance in studying the matter if sections are on reproduceable material.

The submissions with your letter of January 11th did not include an encroachment in Lot 2, Section 17, T. 2 N., R. 13 E., which was contemplated in some of the earlier projections. It is assumed this encroachment had been eliminated by more recent studies.

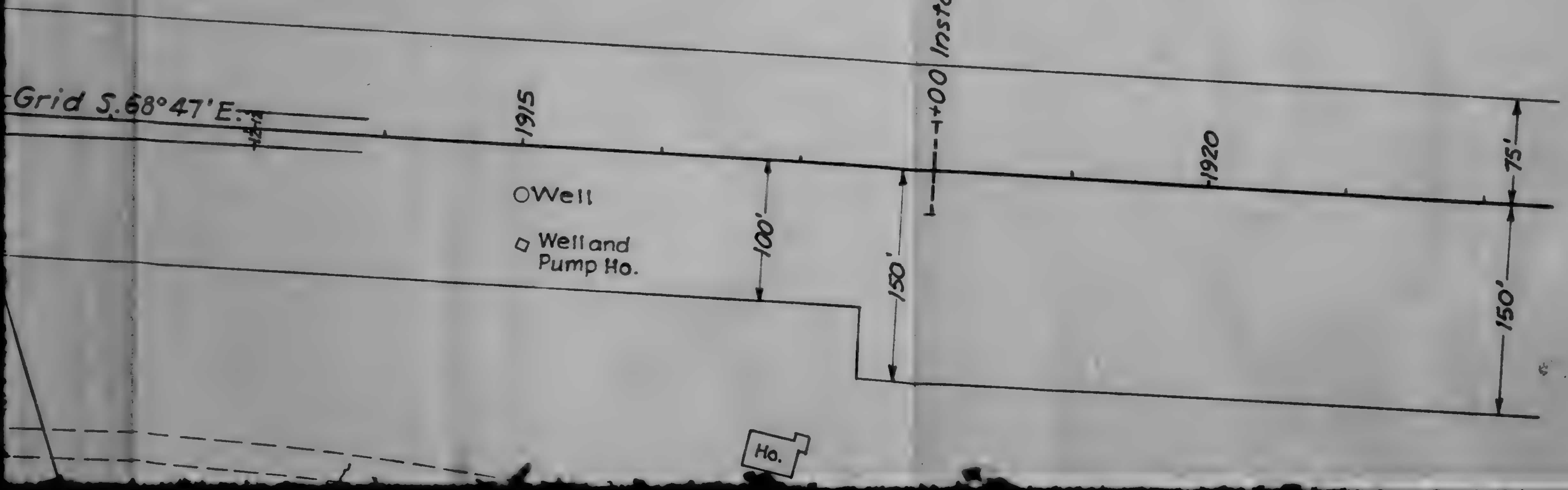
Yours very truly,

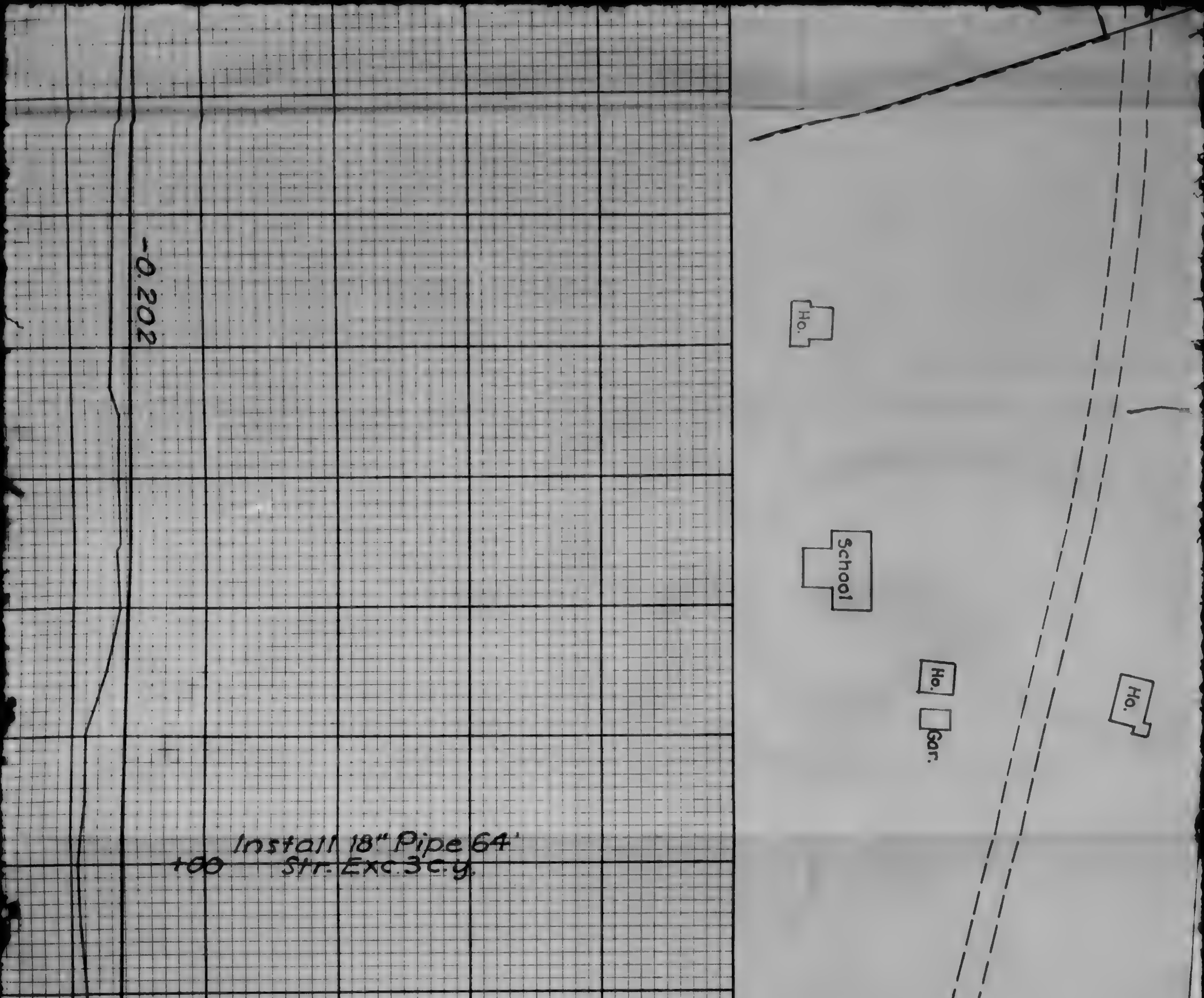
A. McAllister
Superintendent

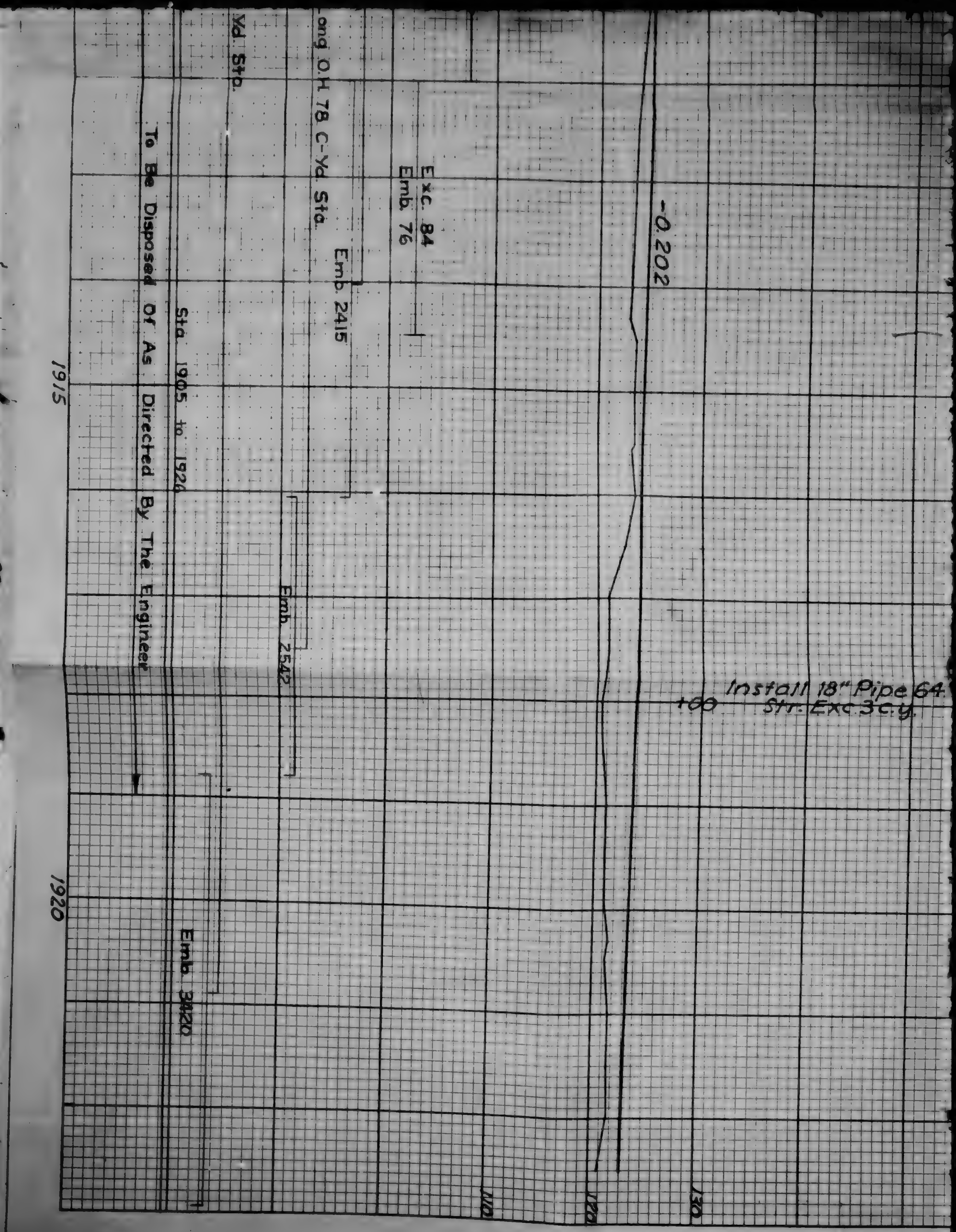
ROWENA – CHENOWETH CREEK UNIT MOSIER – THE DALLES SECTION COLUMBIA RIVER HIGHWAY WASCO COUNTY				SHEET No. 3
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BFI-36(9)		See Index

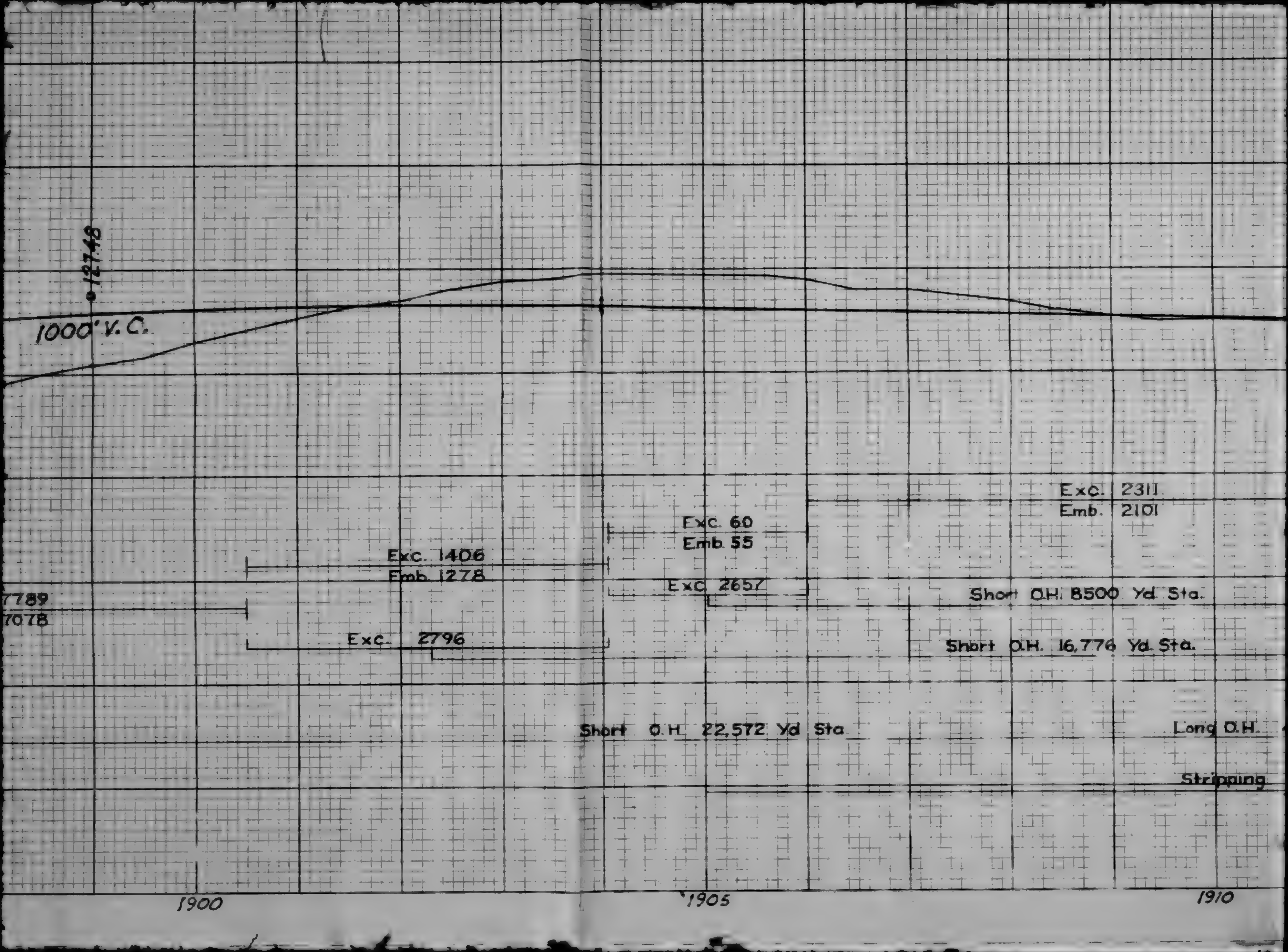
FI-36(7)

Revised Jan. 19, 1953

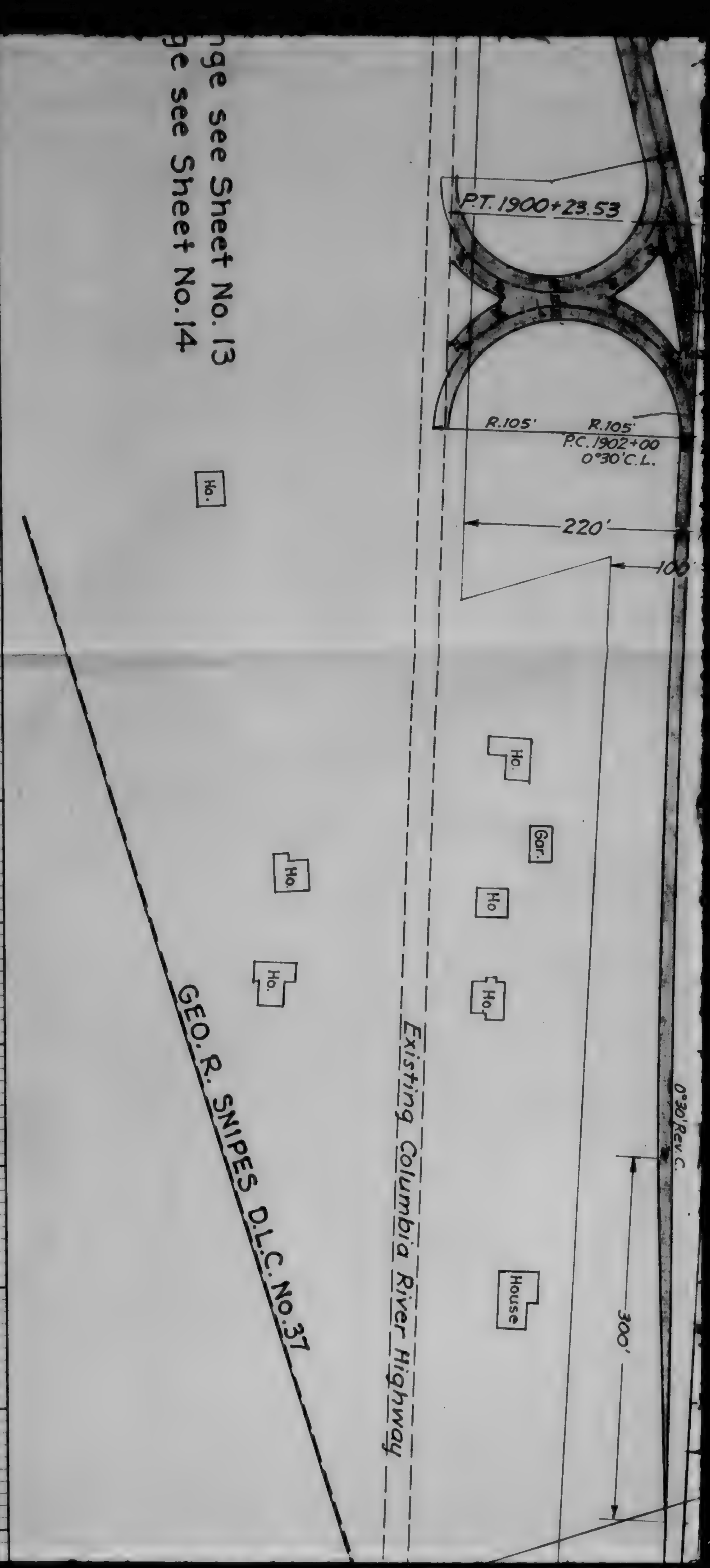

Grid S. 68°47' E.
1915
1920
+00 Install 18" Pipe 64'
○ Well
□ Well and Pump Ho.
100'
150'
75'
150'
Ho.

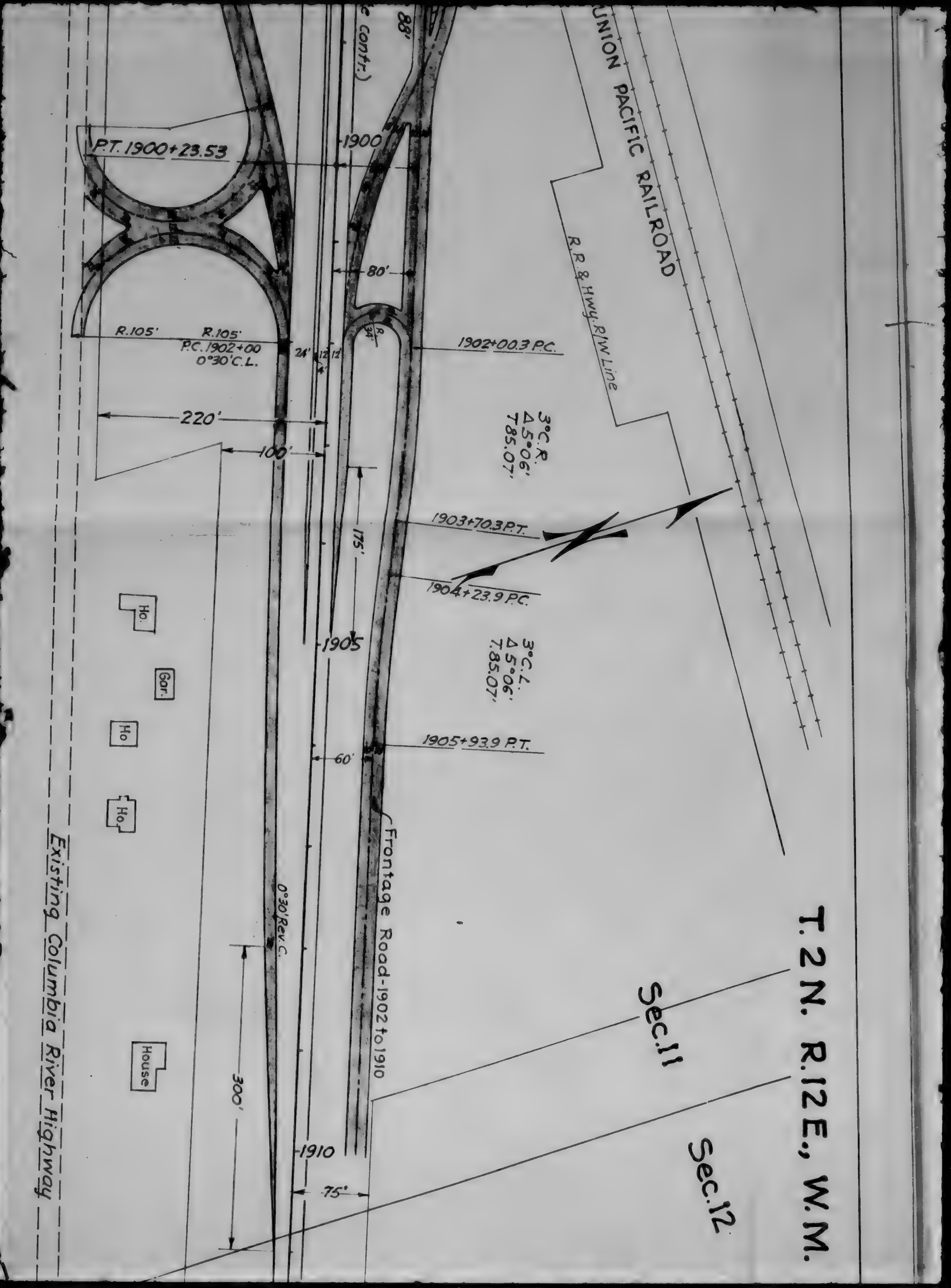

Install 18" Pipe 64'
+00 Str. Exc. 3 c.y.
-0.202
120
130
Ho.
School
Ho.
Gar.
Ho.
Ser. Sta.
Store

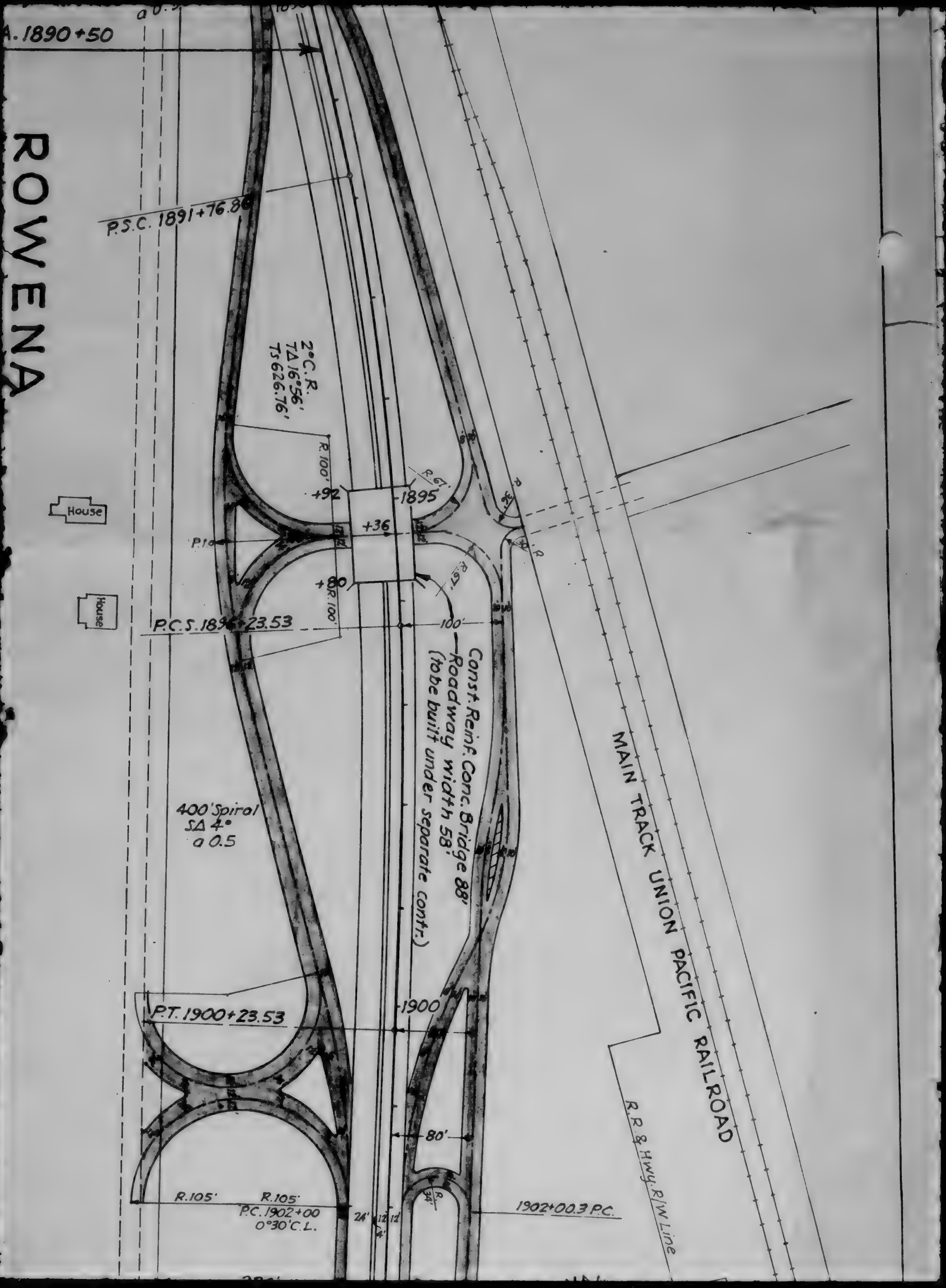

ang O.H. 78 C-Yd Sta.
Yd Sta.
Exc. 84
Emb. 76
Emb. 2415
-0.202
Sta 1905 to 1926
To Be Disposed Of As Directed By The Engineer
Emb. 2542
Install 18" Pipe 64'
Str. Exc. 3 c.y.
+60
Emb. 3420
1915
1920
110
120
130



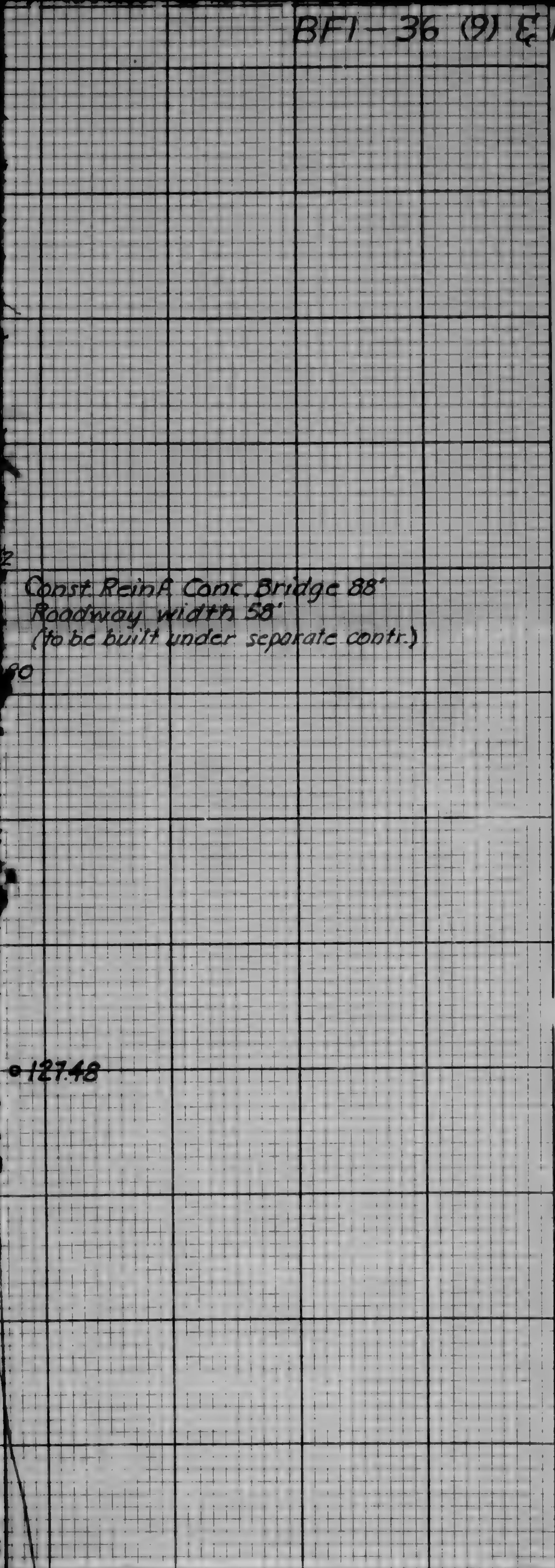
127.48
1000' V.C.
7789
7078
Exc. 1406
Emb. 1278
Exc. 2796
Exc. 60
Emb. 55
Exc. 2657
Exc. 2311
Emb. 2101
Short O.H. 8500 Yd. Sta.
Short O.H. 16,776 Yd. Sta.
Short O.H. 22,572 Yd Sta
Long O.H.
Stripping
1900
1905
1910


nge see Sheet No. 13
ge see Sheet No. 14
P.T. 1900+23.53
R.105'
R.105'
P.C. 1902+00
0°30' C.L.
220'
100'
Ho.
Ho.
Gar.
Ho.
Ho.
Ho.
Ho.
House
GEO. R. SNIPES D.L.C. No. 37
Existing Columbia River Highway
0°30' Rev. C.
300'

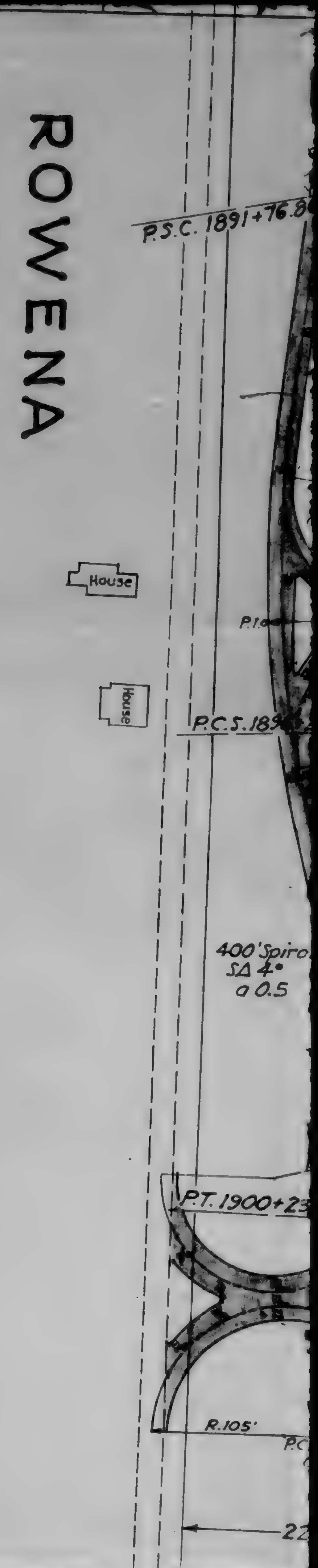

c Contr.)
88'
UNION PACIFIC RAILROAD
R.R. & Hwy. R/W Line
P.T. 1900+23.53
1900
80'
R.105'
R.105'
P.C. 1902+00
0°30' C.L.
24'
12
12
R. 34'
1902+00.3 P.C.
220'
100'
3°C.R.
Δ 5°06'
T. 85.07'
175'
1903+70.3 P.T.
1904+23.9 P.C.
1905
3°C.L.
Δ 5°06'
T. 85.07'
Ho.
Gar.
Ho
Ho.
60'
1905+93.9 P.T.
Frontage Road-1902 to 1910
0°30' Rev. C.
Existing Columbia River Highway
House
300'
1910
75'
Sec. 11
Sec. 12
T. 2 N. R. 12 E., W.M.

 ROWENA
A.1890+50
P.S.C. 1891+76.86
2°C.R.
TΔ16°56'
Ts626.76'
R.100'
R.67'
+92
-1895
+36
P.10
R.67'
30°
R
+80
R.100'
P.C.S. 1896+23.53
100'
House
House
Const. Reinf. Conc. Bridge 88'
Roadway width 58'
(to be built under separate contr.)
400' Spiral
SΔ 4°
a 0.5
MAIN TRACK UNION PACIFIC RAILROAD
P.T. 1900+23.53
-1900
80'
R.105'
R.105'
P.C. 1902+00
0°30' C.L.
24'
12'
12'
4'
R
34'
1902+00.3 P.C.
R.R. & Hwy. R/W Line

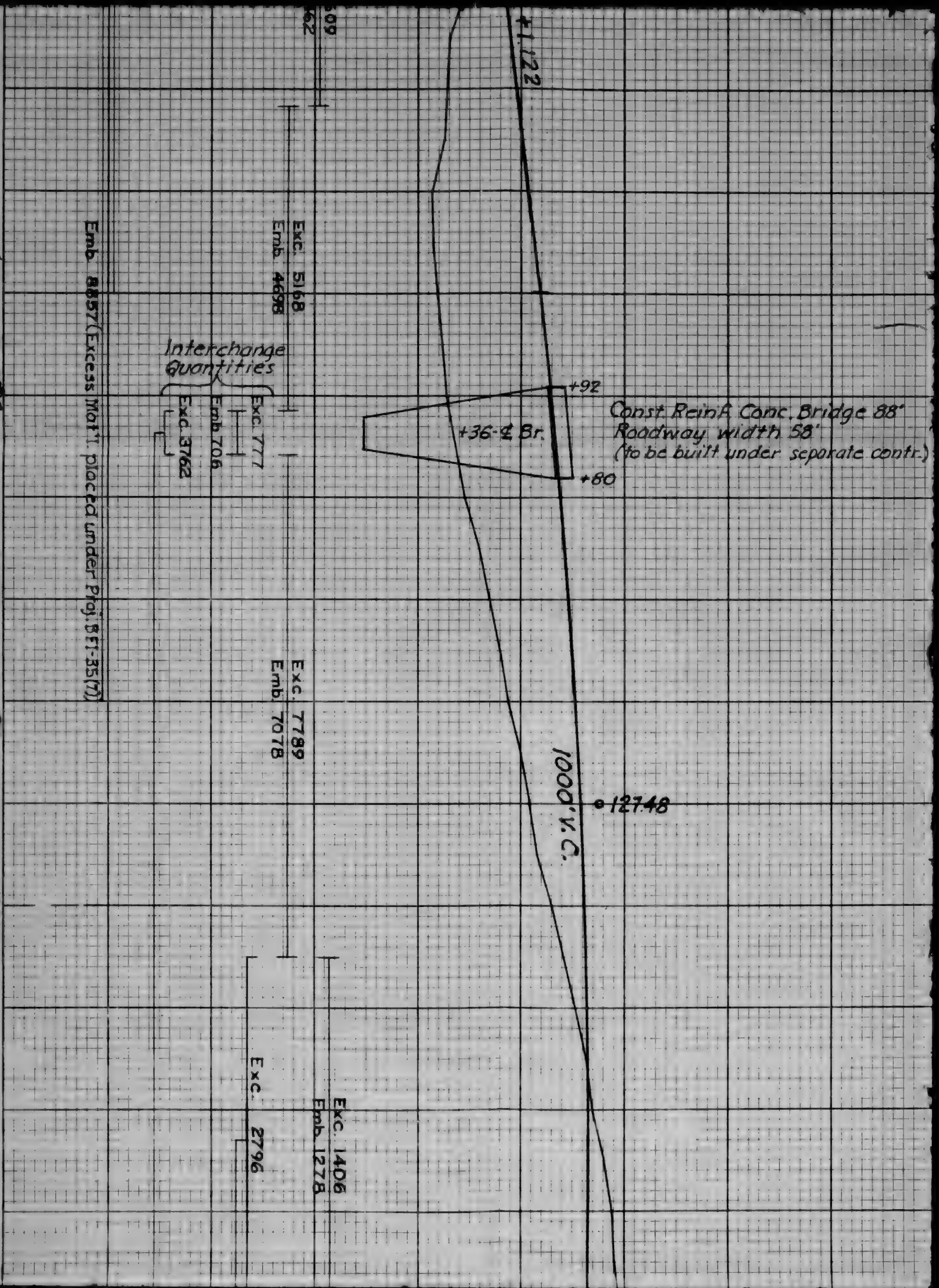
BFI-36 (9) & FI-36 (7)

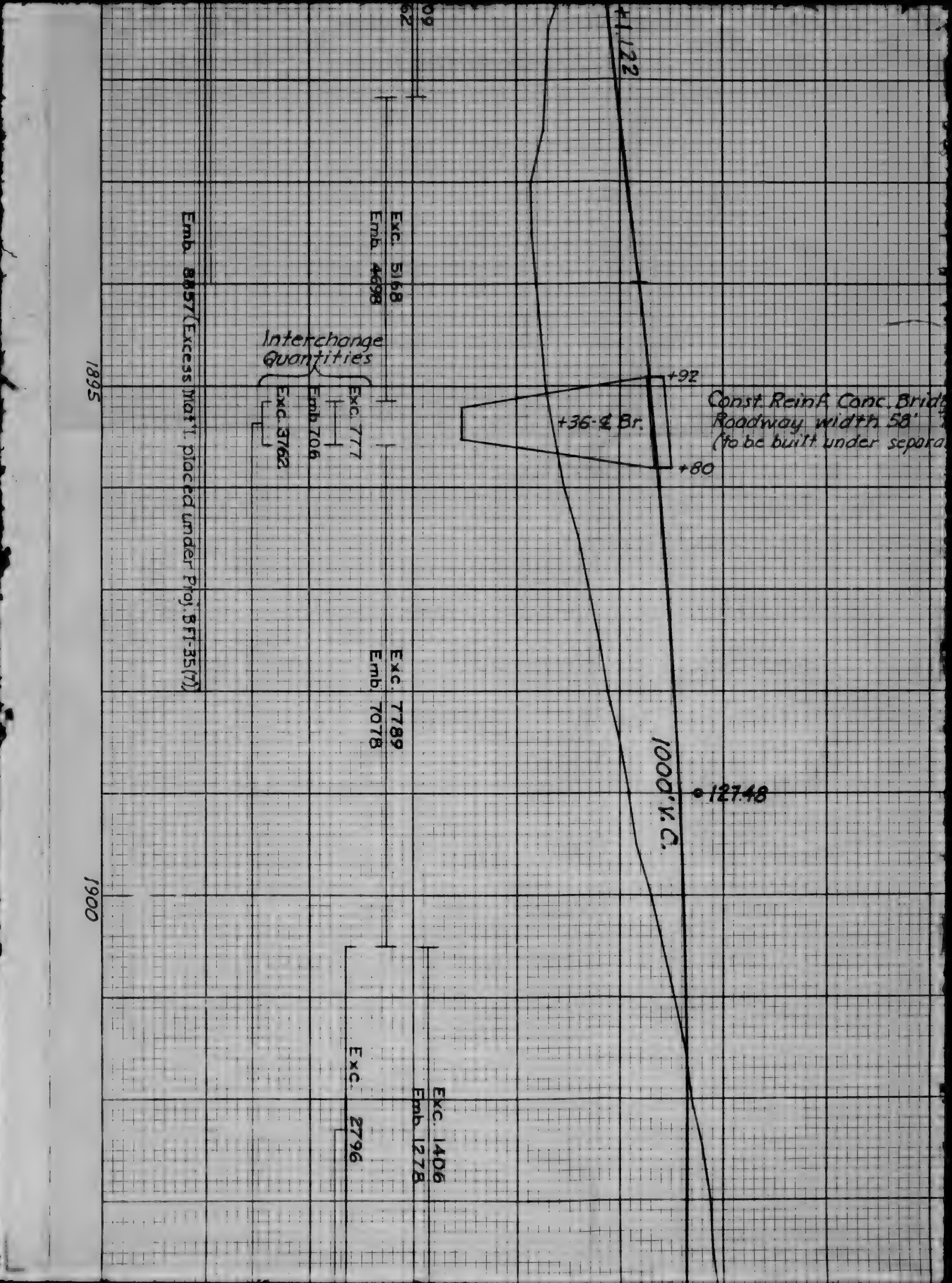


Const. Reinf. Conc. Bridge 88'
Roadway width 58'
(to be built under separate contr.)

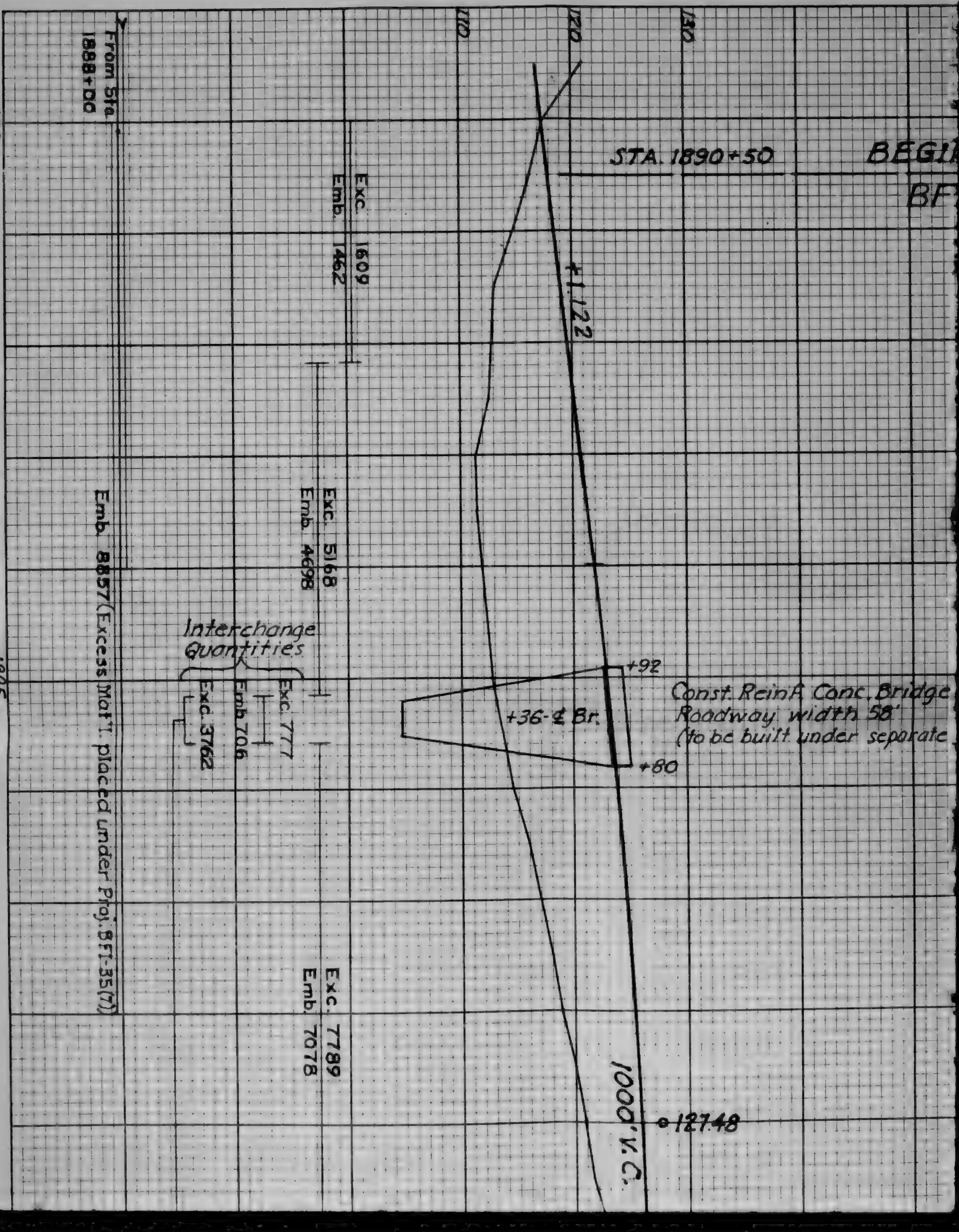

ROWENA
House
House
P.S.C. 1891+76.8
P.I.
P.C.S. 189
400' Spiro
SΔ 4°
a 0.5
P.T. 1900+23
R.105'
P.C
22
16.

For detail plan of Interchange see Sheet No. 13
For profiles of Interchange see Sheet No. 14

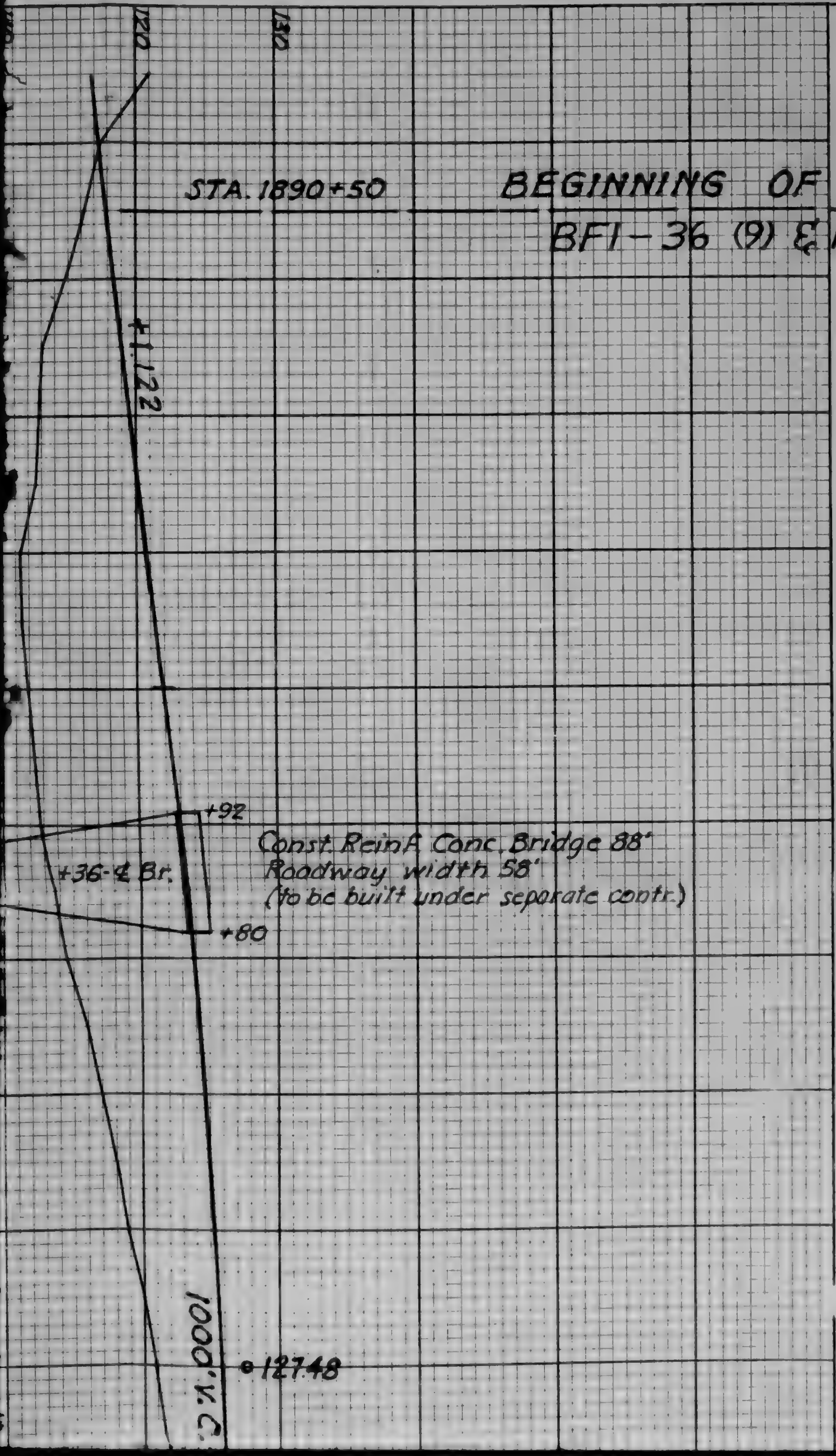

+1.122
609
62
Exc. 5168
Emb. 4698
Emb. 8857 (Excess Mat'l. placed under Proj. BFI-35(7))
Interchange Quantities
Exc. 777
Emb. 706
Exc. 3762
1895
+92
+80
+36-℄ Br.
Const. Reinf. Conc. Bridge 88'
Roadway width 58'
(to be built under separate contr.)
Exc. 7789
Emb. 7078
1000' V.C.
127.48
1900
Exc. 2796
Exc. 1406
Emb. 1278


+1.122
09
62
Exc. 5168
Emb. 4698
Interchange Quantities
Exc. 777
Emb. 706
Exc. 3762
Emb. 8857 (Excess Mat'l placed under Proj. BFI-35(7))
1895
+92
+36-℄ Br.
+80
Const. Reinf. Conc. Bridg
Roadway width 58'
(to be built under separa
Exc. 7789
Emb. 7078
1000' V.C.
127.48
1900
Exc. 2796
Exc. 1406
Emb. 1278

		BY	DATE
ORIGINAL SURVEY	SURVEYED		
	PLOTTED		
NOTE BOOK	TEMPLATE		
	AREAS		
NO.	AREAS CHECKED		


110
120
130
1890
1895
From Sta 1888+00
STA. 1890+50
BEGI
BF
Exc. 1609
Emb. 1462
+1.122
Exc. 5168
Emb. 4698
Interchange Quantities
Exc. 777
Emb 706
Exc. 3762
Emb. 8857 (Excess Mat'l. placed under Proj. BFI-35(7))
+92
+36-℄ Br.
+80
Const. Reinf. Conc. Bridge
Roadway width 58'
(to be built under separate
Exc. 7789
Emb. 7078
1000' V.C.
127.48

AL EY OOK		BY	DATE
	SURVEYED		
	PLOTTED		
	TEMPLATE		
	AREAS		
	AREAS CHECKED		


120
130
+1.122
+92
+36-℄ Br.
+80
1000' V.C.
127.48

STA. 1890+50 BEGINNING OF PROJECTS STA. 1890

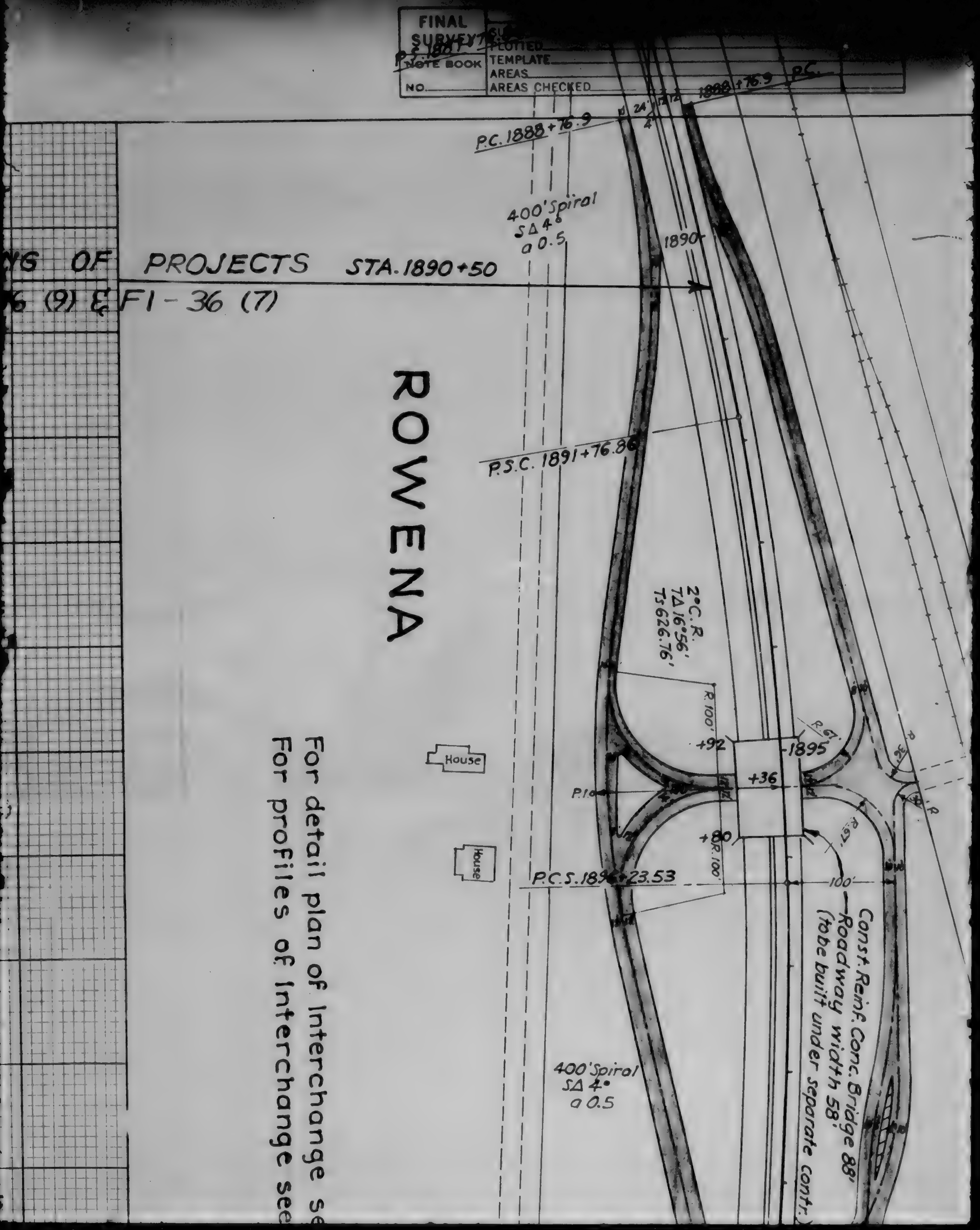
BFI-36 (9) & FI-36 (7)

Const. Reinf. Conc. Bridge 88'
Roadway width 58'
(to be built under separate contr.)

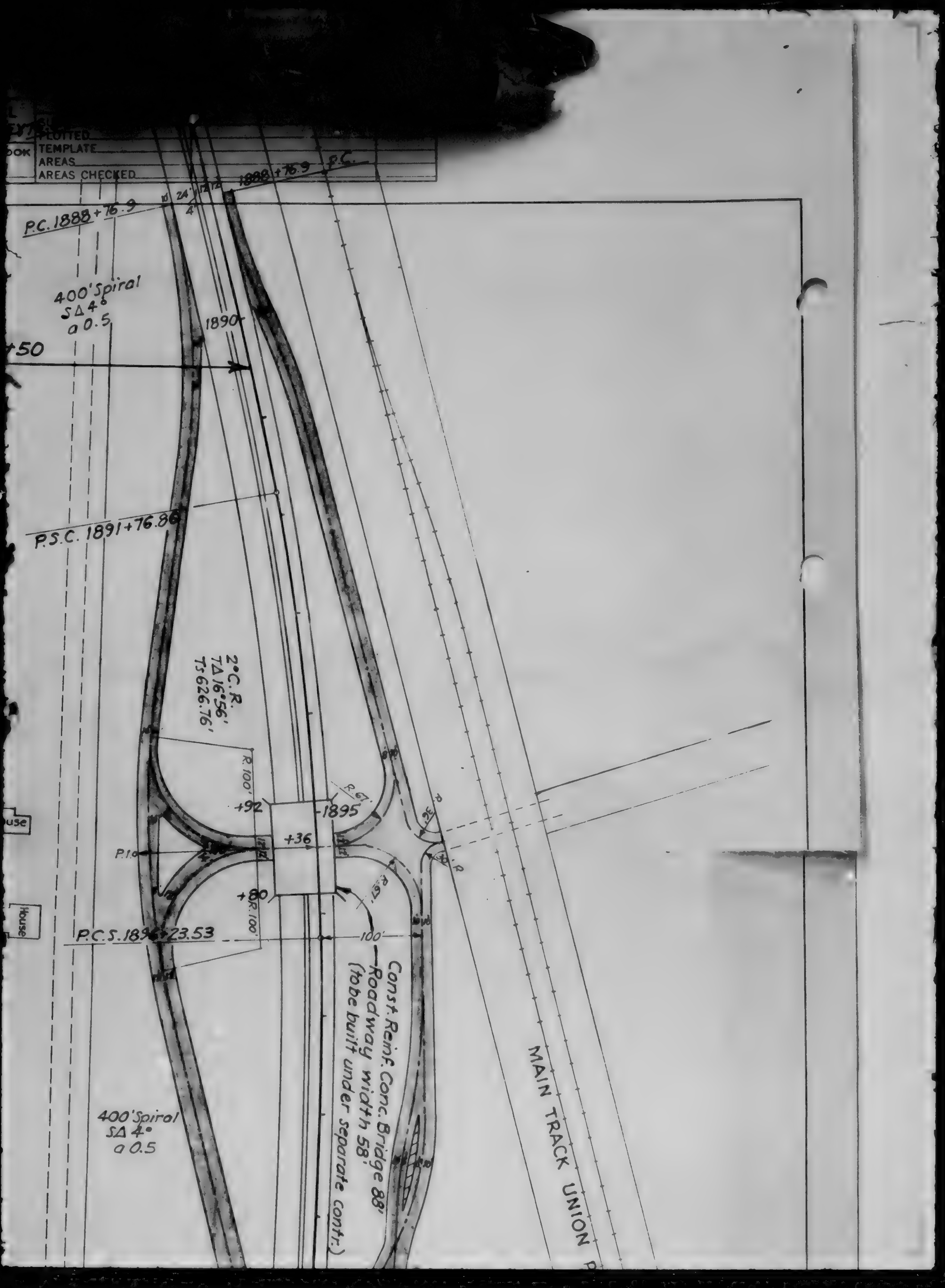
ROWENA

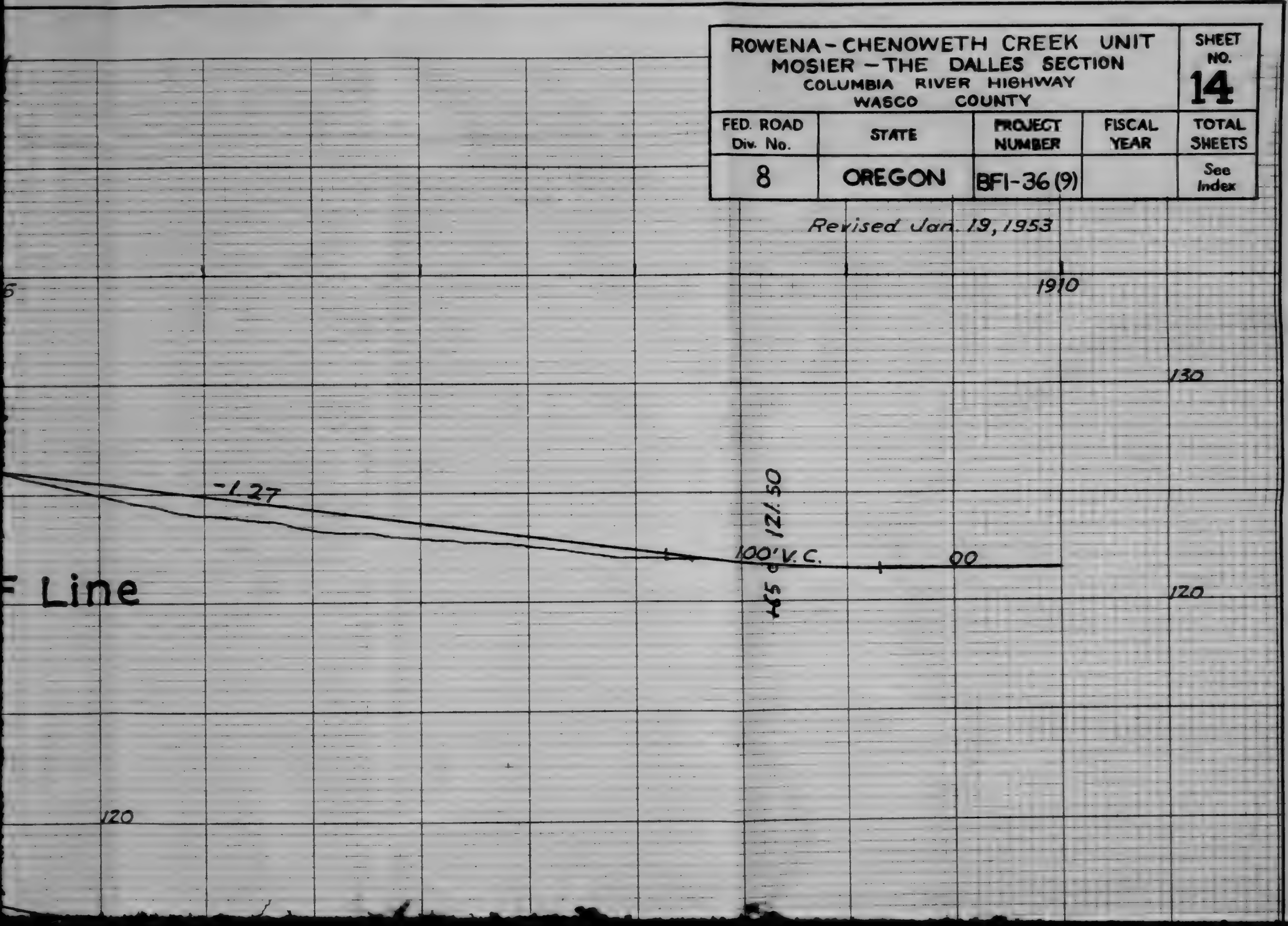
For detail plan of Interchange se
For profiles of Interchange see

FINAL SURVEY	SU...
P.S. 1881	PLOTTED
NOTE BOOK	TEMPLATE
	AREAS
NO.	AREAS CHECKED



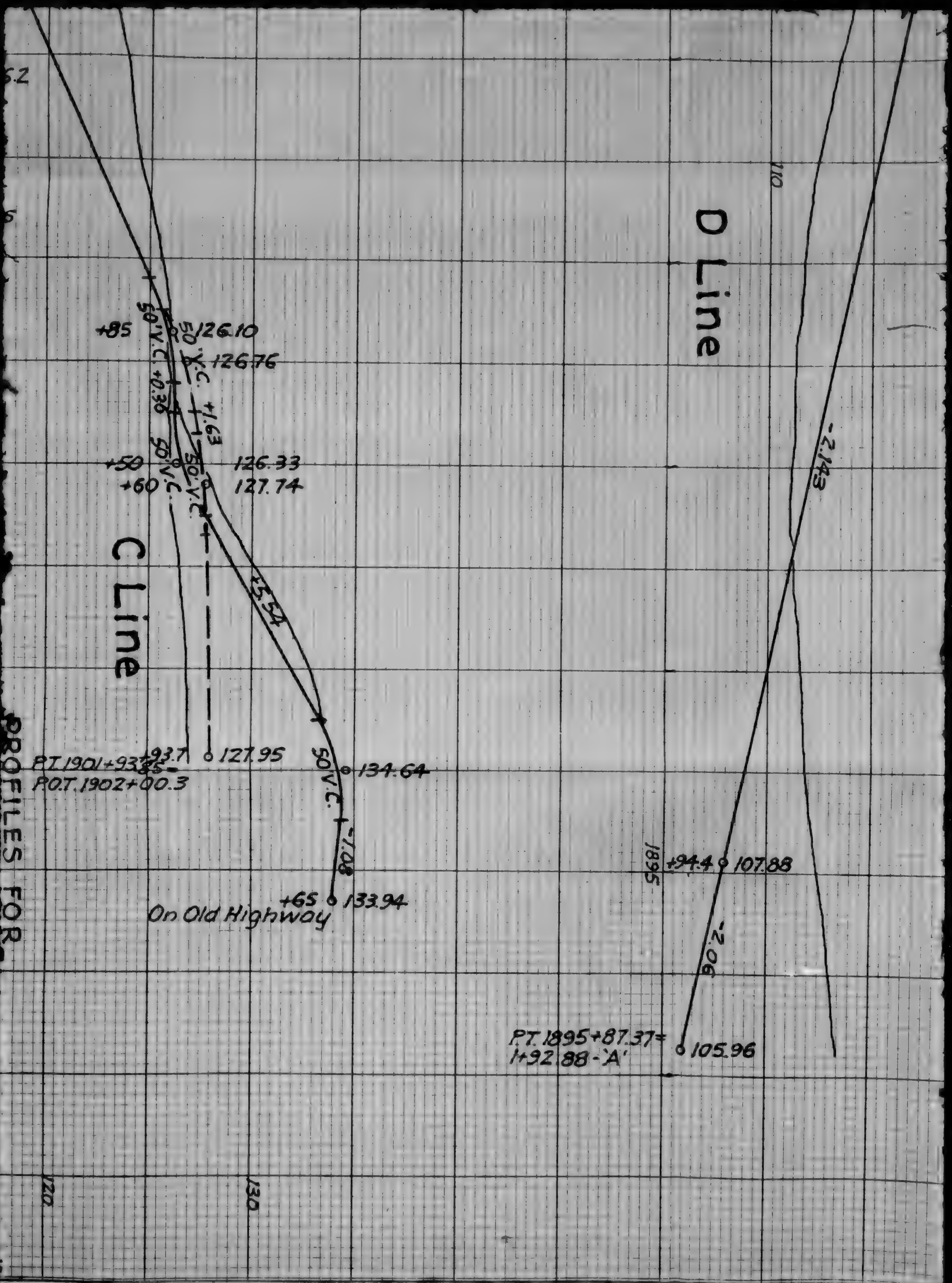
1888+76.9 P.C.
P.C. 1888+76.9
24'
12 12
400' Spiral
SΔ 4°
a 0.5
1890
...NG OF PROJECTS STA. 1890+50
...6 (9) & F1-36 (7)
ROWENA
P.S.C. 1891+76.86
2°C.R.
TΔ 16°56'
T=626.76'
R.100'
+92
-1895
+36
P.I.
+80
R.100'
House
House
P.C.S. 1896+23.53
100'
R. 67'
R. 67'
Const. Reinf. Conc. Bridge 88'
Roadway width 58'
(to be built under separate contr.)
400' Spiral
SΔ 4°
a 0.5
For detail plan of Interchange se
For profiles of Interchange see

PLOTTED
TEMPLATE
AREAS
AREAS CHECKED
OOK
P.C. 1888+76.9
1888+76.9 P.C.
10
24'
4'
12
12
400' Spiral
SΔ 4°
a 0.5
1890
+50
P.S.C. 1891+76.86
2° C.R.
TΔ 16°56'
T=626.76'
R.100'
R.67.
+92
1895
+36
P.I.
+80
R.100'
R.67.
P.C.S. 1896+23.53
100'
House
House
P
P
36
36
Const. Reinf. Conc. Bridge 88'
Roadway width 58'
(to be built under separate contr.)
400' Spiral
SΔ 4°
a 0.5
MAIN TRACK UNION P

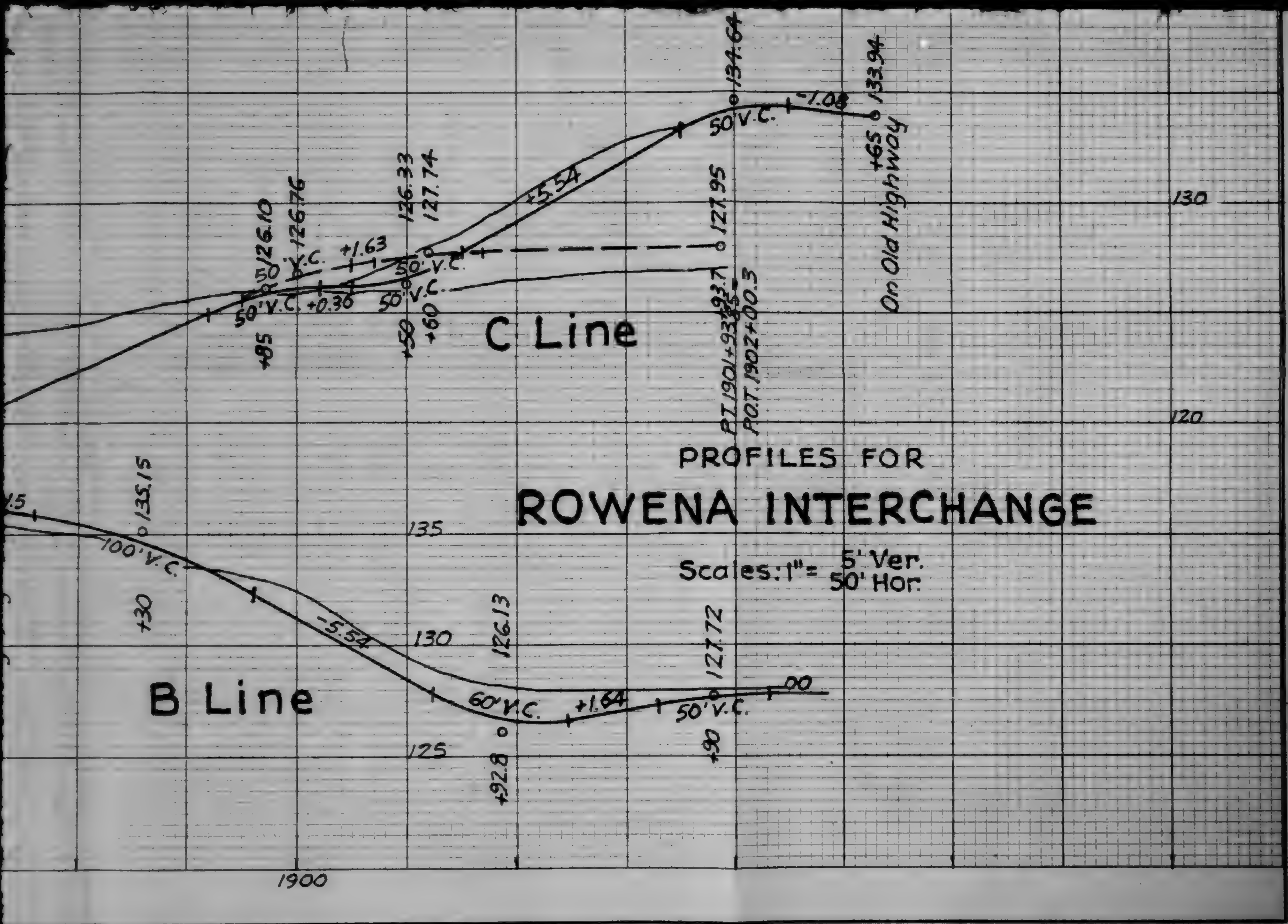

F Line
5
1910
130
120
120
-1.27
121.50
100'V.C.
+65
00

ROWENA-CHENOWETH CREEK UNIT MOSIER – THE DALLES SECTION COLUMBIA RIVER HIGHWAY WASCO COUNTY				SHEET NO. 14
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BFI-36 (9)		See Index

Revised Jan. 19, 1953



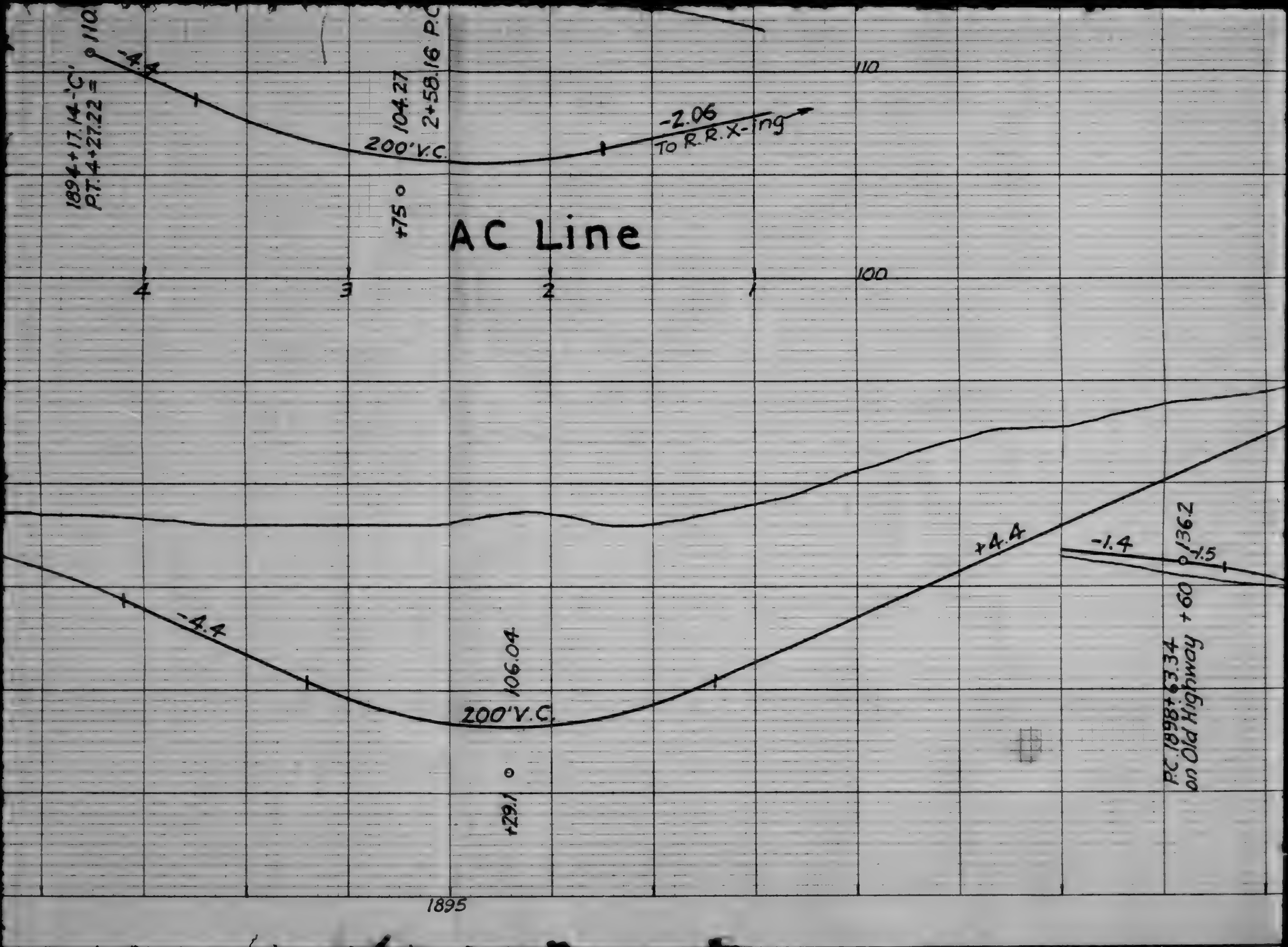
D Line
C Line
PROFILES FOR
6.2
110
120
130
+85
126.10
50' V.C.
126.76
50' V.C.
+0.36
+1.63
+50
126.33
+60
127.74
50' V.C.
50' V.C.
+3.54
P.T. 1901+93.85=
P.O.T. 1902+00.3
+93.7
127.95
134.64
50' V.C.
-1.08
+65
133.94
On Old Highway
-2.43
1895
+94.4
107.88
-2.06
P.T. 1895+87.37=
1+92.88-'A'
105.96

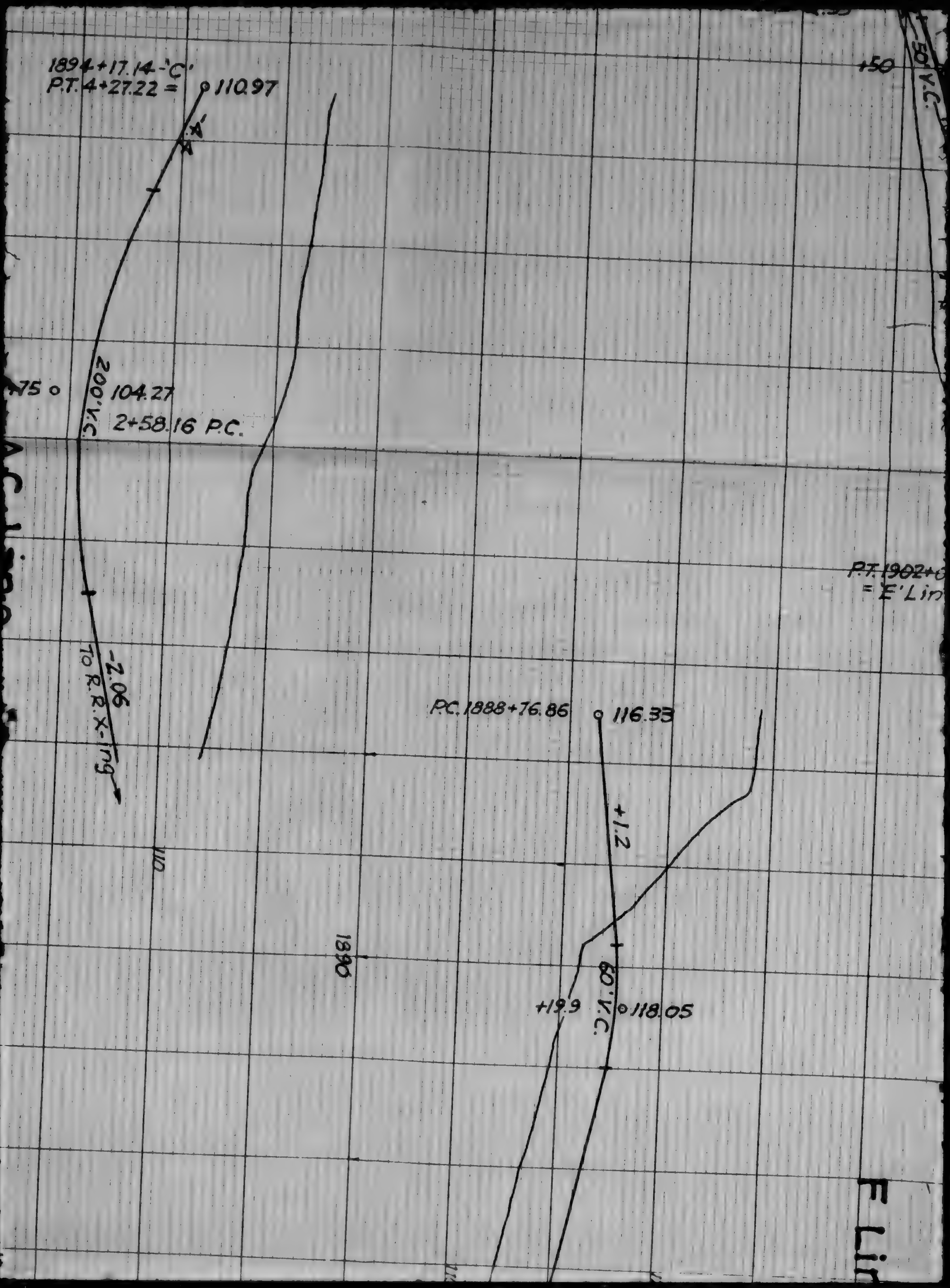


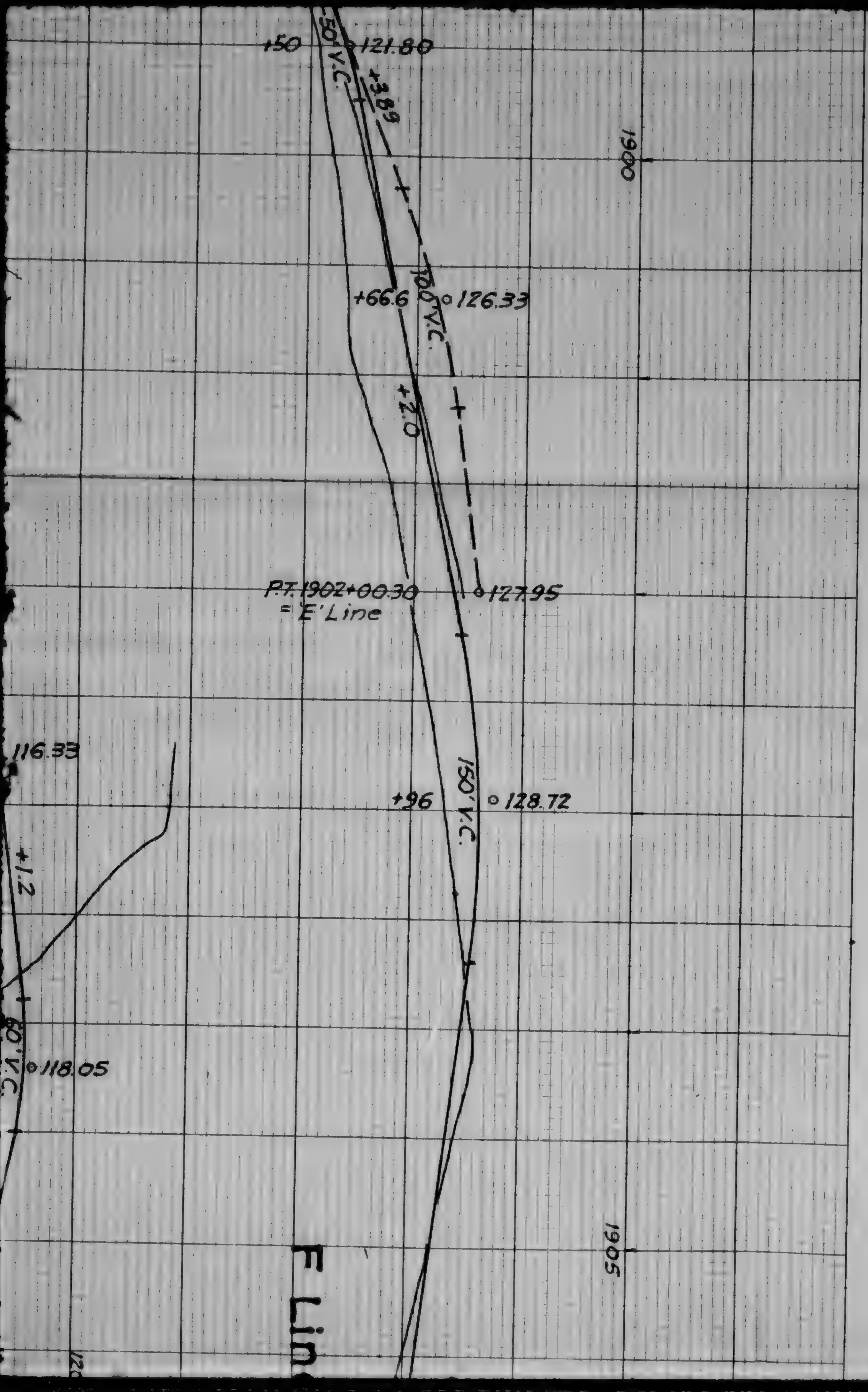
PROFILES FOR

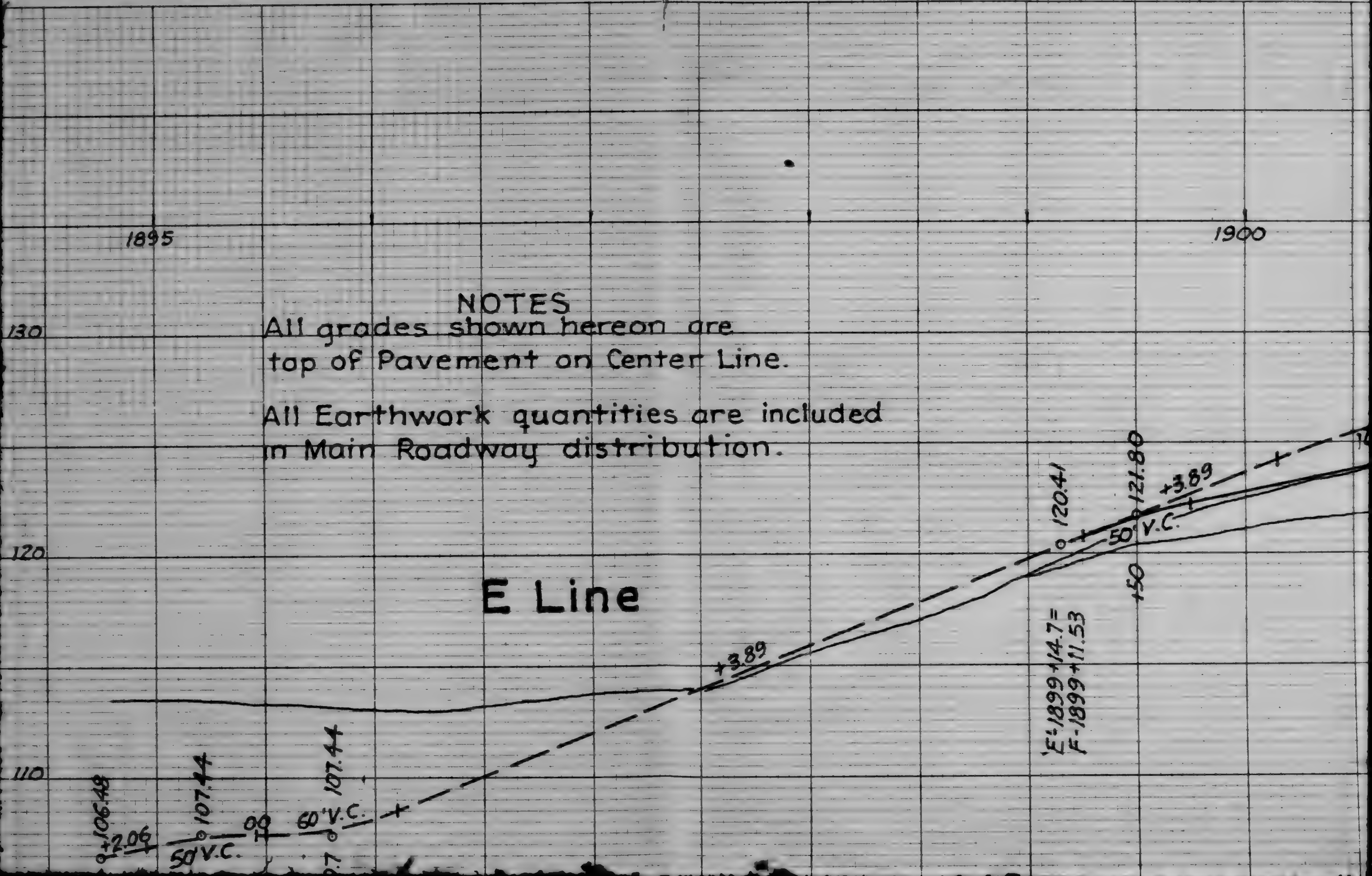
ROWENA INTERCHANGE

Scales: 1" = 5' Ver. 50' Hor.


1894+17.14-'C'
P.T. 4+27.22 =
110
-4.4
104.27
2+58.16 P.C
200'V.C.
+75
-2.06
To R.R. X-ing
110
AC Line
4
3
2
1
100
+4.4
-1.4
136.2
-1.5
-4.4
106.04
200'V.C.
+29.1
P.C. 1898+63.34
on Old Highway +60
1895


1894+17.14 'C'
P.T. 4+27.22 =
110.97
'A'
+50
50' V.C.
75
200' V.C.
104.27
2+58.16 P.C.
P.T. 1902+0
= E' Lin
-2.06
To R.R. X-ing
P.C. 1888+76.86
116.33
+1.2
110
1890
60' V.C.
+19.9
118.05
F Lin

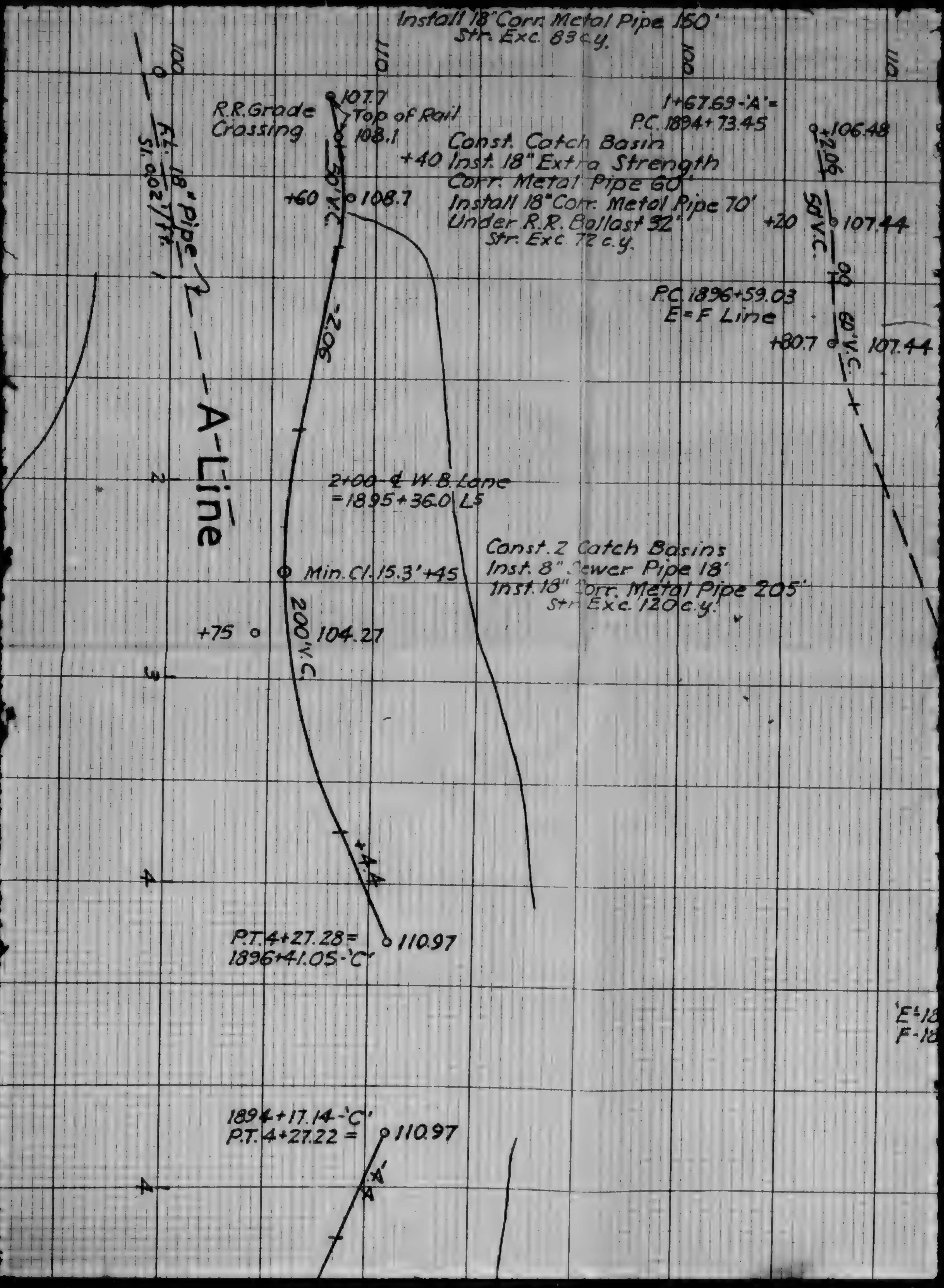

+50
121.80
50' V.C.
+3.89
1900
+66.6
126.33
100' V.C.
+2.0
P.T. 1902+00.30
= 'E' Line
127.95
116.33
+96
150' V.C.
128.72
+1.2
60' V.C.
118.05
1905
F Lin
12

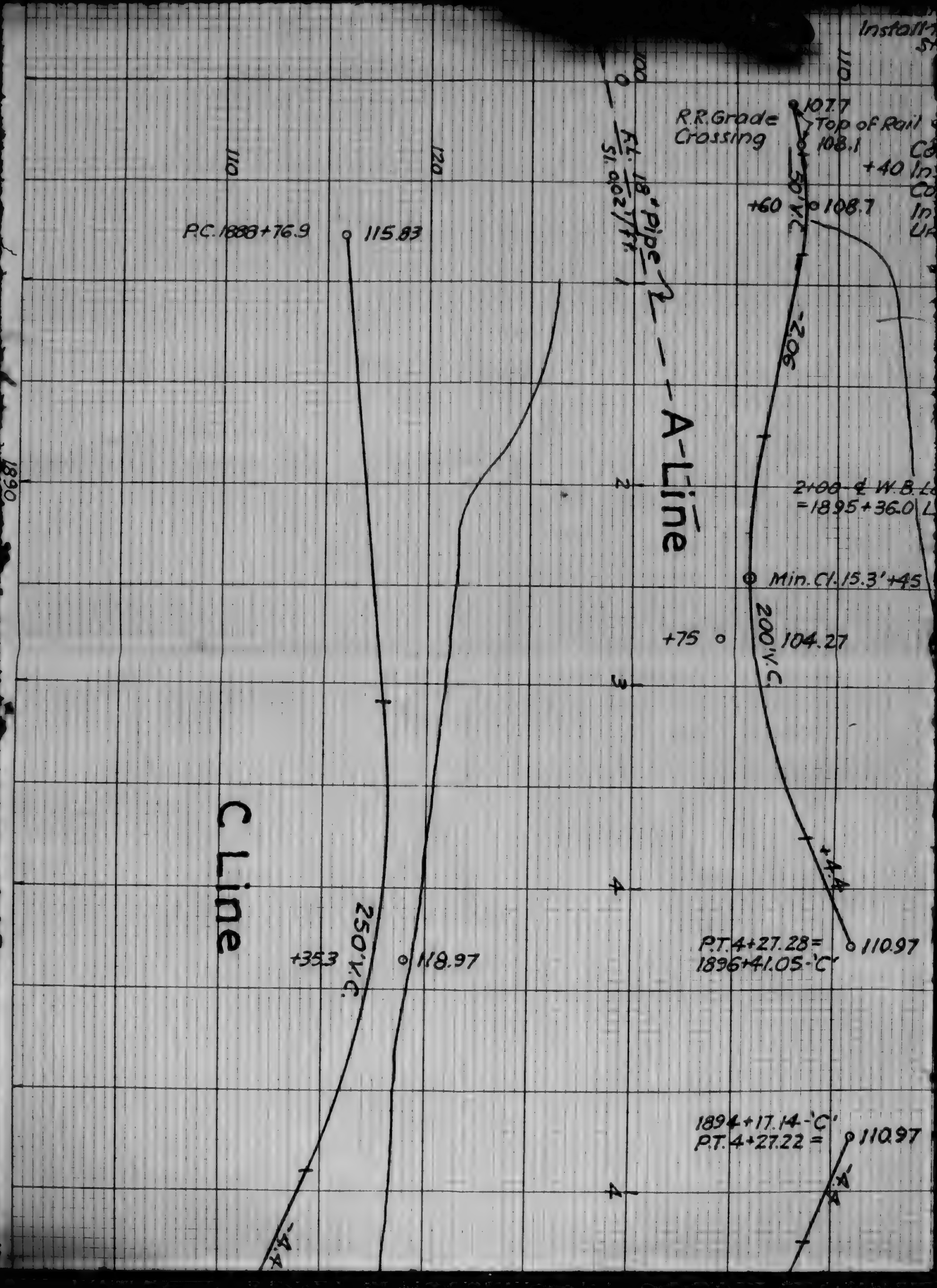

1895
1900
130
120
110
E Line
106.48
+2.06
50' V.C.
107.44
00
60' V.C.
107.44
.7
+3.89
120.41
121.80
50' V.C.
+50
+3.89
'E-1899+14.7=
F-1899+11.53

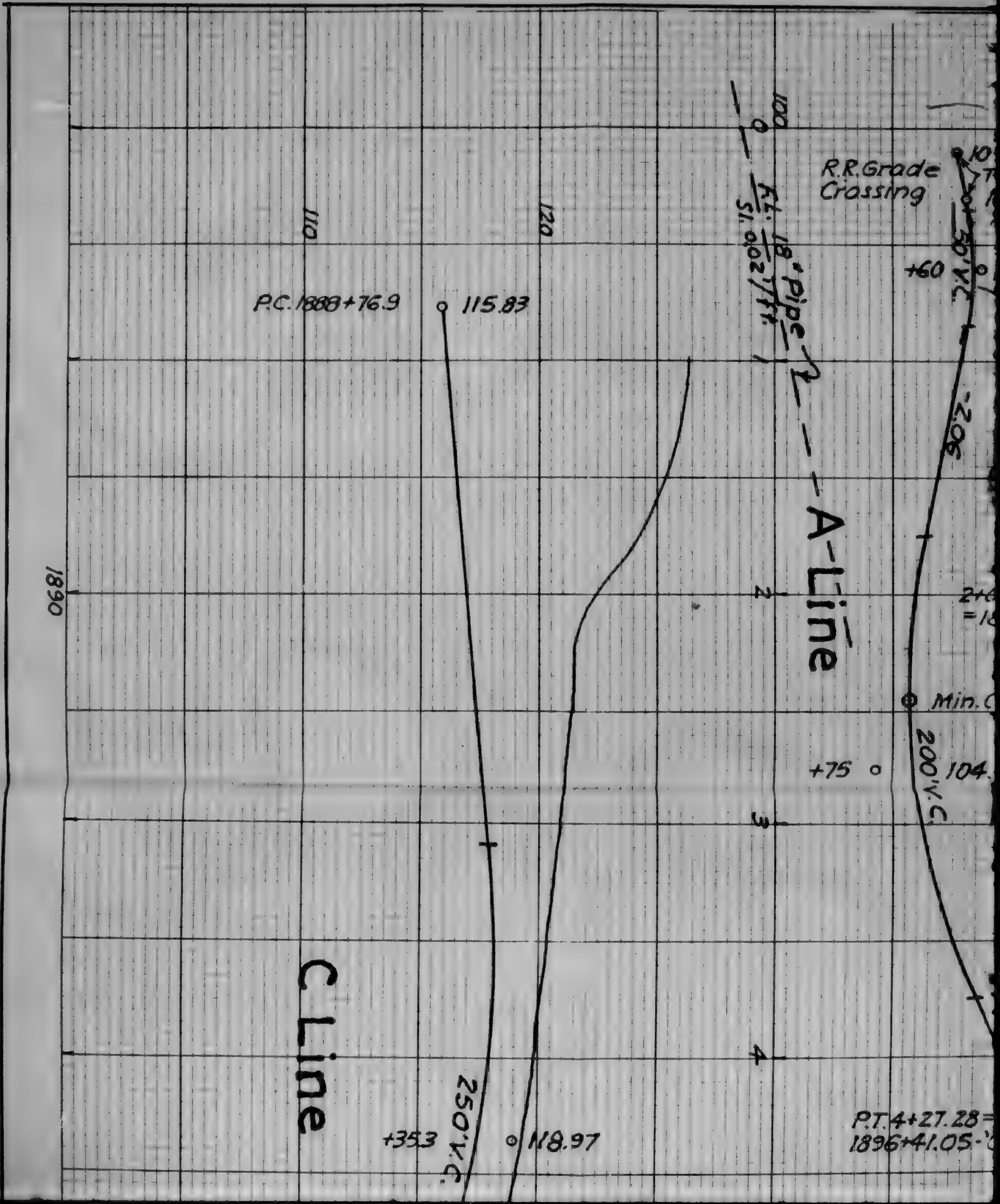
NOTES

All grades shown hereon are
top of Pavement on Center Line.

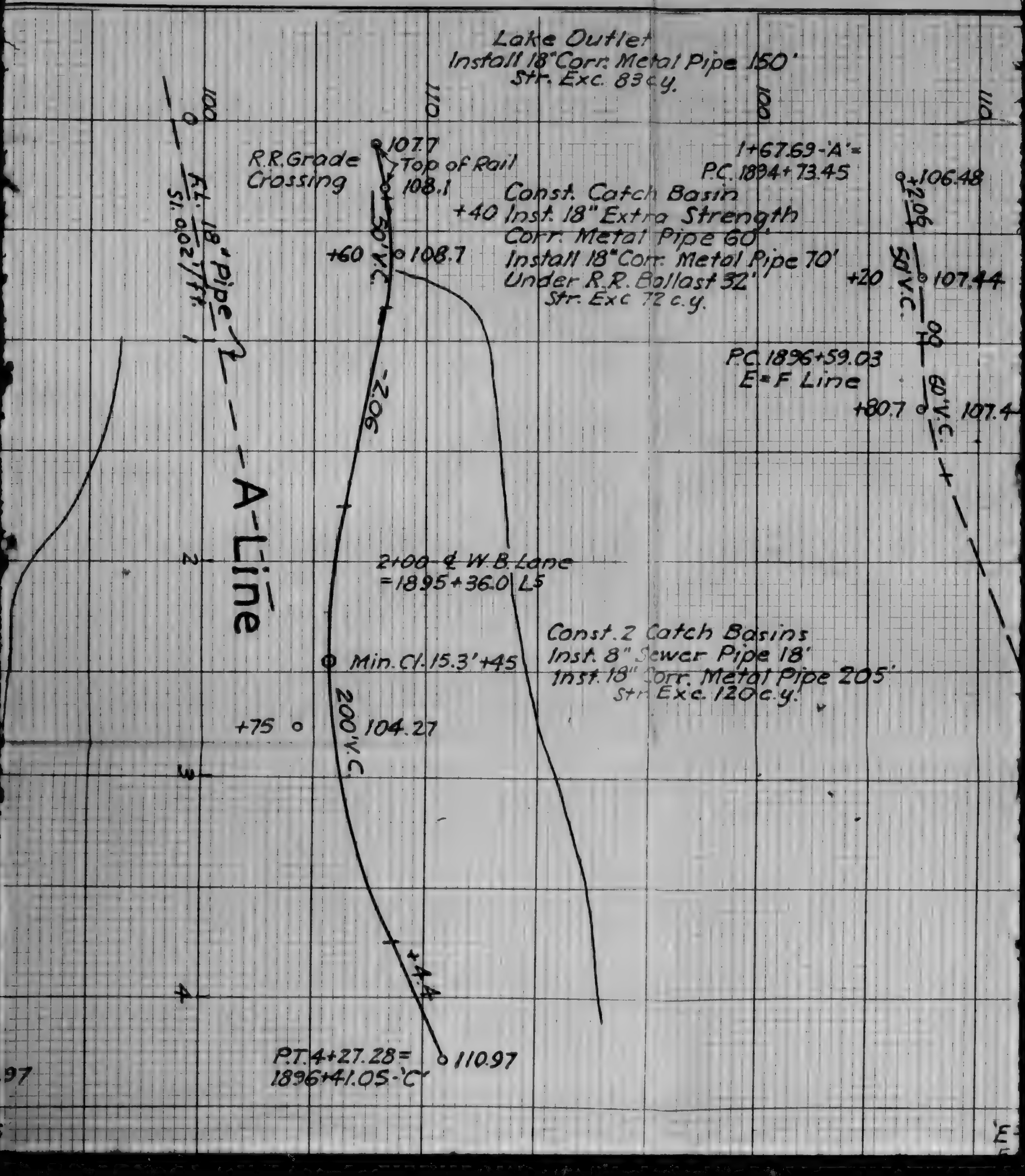
All Earthwork quantities are included
in Main Roadway distribution.

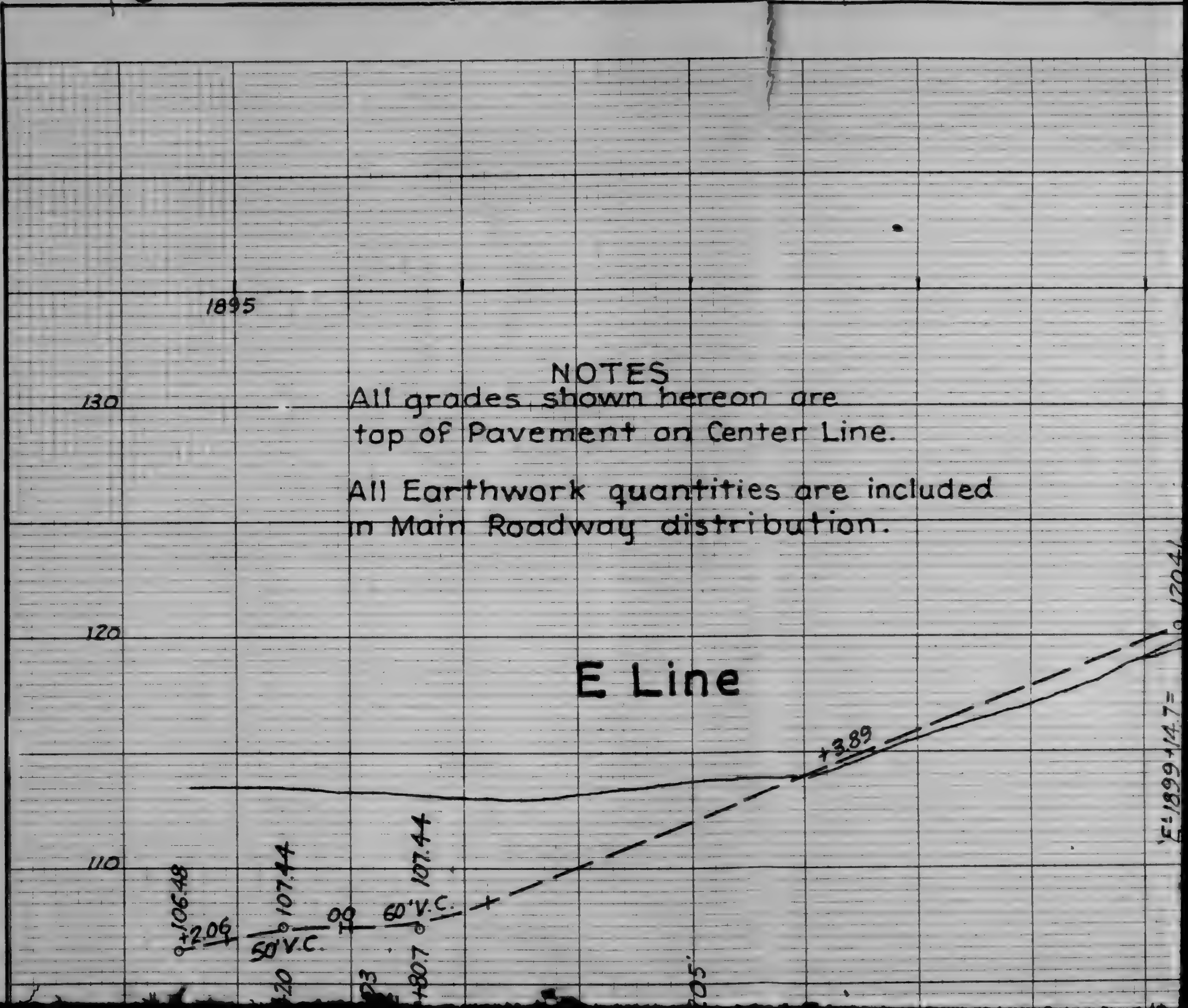

Install 18" Corr. Metal Pipe 150'
Str. Exc. 83 c.y.
100
110
100
110
R.R. Grade Crossing
107.7
Top of Rail 108.1
1+67.69-'A' =
P.C. 1894+73.45
106.48
+2.06
Const. Catch Basin
+40 Inst. 18" Extra Strength
Corr. Metal Pipe 60'
Install 18" Corr. Metal Pipe 70'
Under R.R. Ballast 32'
Str. Exc. 72 c.y.
+60
108.7
50' V.C.
-2.06
+20
107.44
50' V.C.
P.C. 1896+59.03
E=F Line
+80.7
107.44
60' V.C.
Ft. 18" Pipe
Sl. 0.02'/Ft.
1
2
A-Line
2
2+00 ℄ W.B. Lane
=1895+36.0 L5
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 18'
Inst. 18" Corr. Metal Pipe 205'
Str. Exc. 120 c.y.
Min. Cl. 15.3' +45
200' V.C.
+75
104.27
3
+4.4
4
P.T. 4+27.28 =
1896+41.05-'C'
110.97
'E'-18
F-18
1894+17.14-'C'
P.T. 4+27.22 =
110.97
4
'A'
A


Install
St
100
110
0
R.R. Grade Crossing
107.7
Top of Rail
108.1
Co
+40 In
Co
In
Ur
+60
108.7
50' V.C.
18" Pipe
Ft. 51. 902'/Ft.
110
120
P.C. 1888+76.9
115.83
-2.06
A-Line
1890
2
2+00 ℄ W.B. L
=1895+36.0 L
Min. Cl. 15.3' +45
+75
104.27
200' V.C.
3
C Line
+4.4
4
P.T. 4+27.28 =
1896+41.05-'C'
110.97
250' V.C.
+353
118.97
1894+17.14-'C'
P.T. 4+27.22 =
110.97
4
-4.4
+4.4



100
110
120
1890
2
3
4
R.R. Grade Crossing
18" Pipe
F.L. 51.00
0.02'/Ft.
P.C. 1888+76.9
115.83
+60
30' V.C.
-2.06
A-Line
Min. C
+75
104.
200' V.C.
C Line
250' V.C.
+35.3
118.97
P.T. 4+27.28=
1896+41.05-

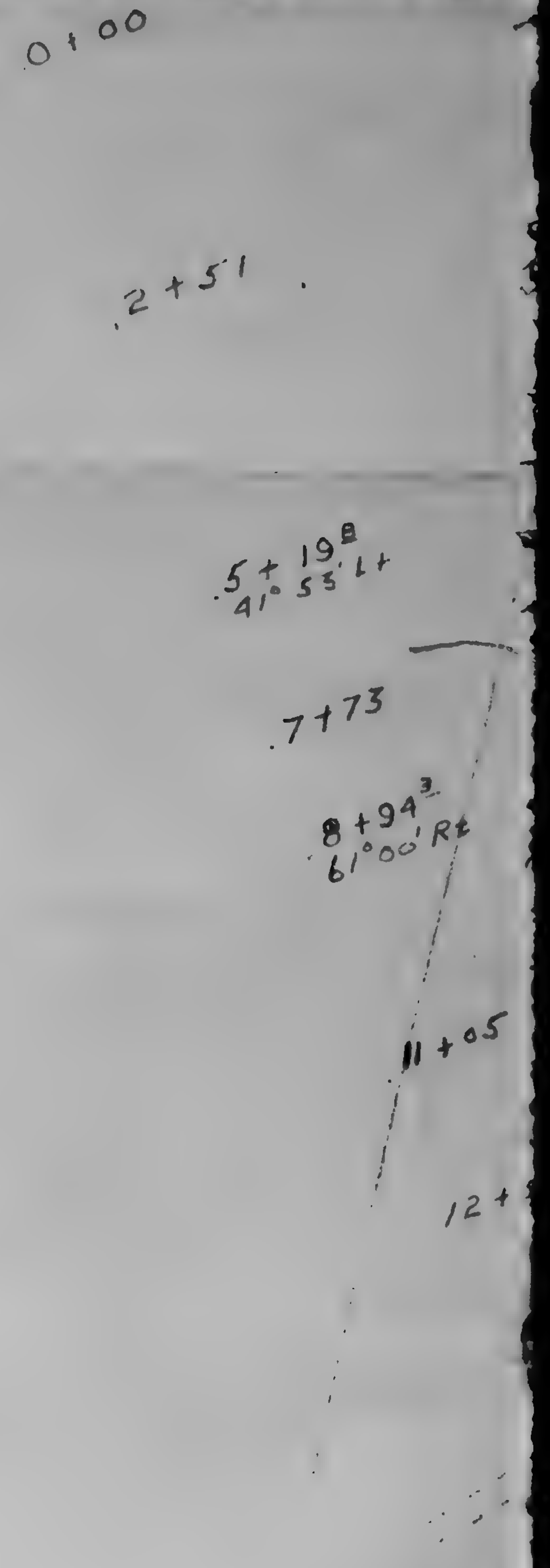

Lake Outlet
Install 18" Corr. Metal Pipe 150'
Str. Exc. 83 c.y.
100
110
100
110
F.L. 18" Pipe
Sl. 0.02'/ft.
R.R. Grade Crossing
107.7
Top of Rail
108.1
+40
+60
108.7
50' V.C.
-2.06
1+67.69-'A'=
P.C. 1894+73.45
Const. Catch Basin
Inst. 18" Extra Strength
Corr. Metal Pipe 60'
Install 18" Corr. Metal Pipe 70'
Under R.R. Ballast 32'
Str. Exc 72 c.y.
+106.48
+2.06
50' V.C.
+20
107.44
0.0
P.C. 1896+59.03
E=F Line
+80.7
107.4
60' V.C.
A-Line
2
2+00-℄ W.B. Lane
=1895+36.0 L5
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 18'
Inst. 18" Corr. Metal Pipe 205'
Str. Exc. 120 c.y.
Min. Cl. 15.3' +45
200' V.C.
+75
104.27
3
+4.4
4
P.T. 4+27.28=
1896+41.05-'C'
110.97
97
E


1895
130
120
110
E Line
106.48
+2.06
50'V.C.
107.44
00
60'V.C.
107.44
+3.89
120.41
'E'1899+14.7=
+80.7
20
23
05'

NOTES

All grades shown hereon are top of Pavement on Center Line.

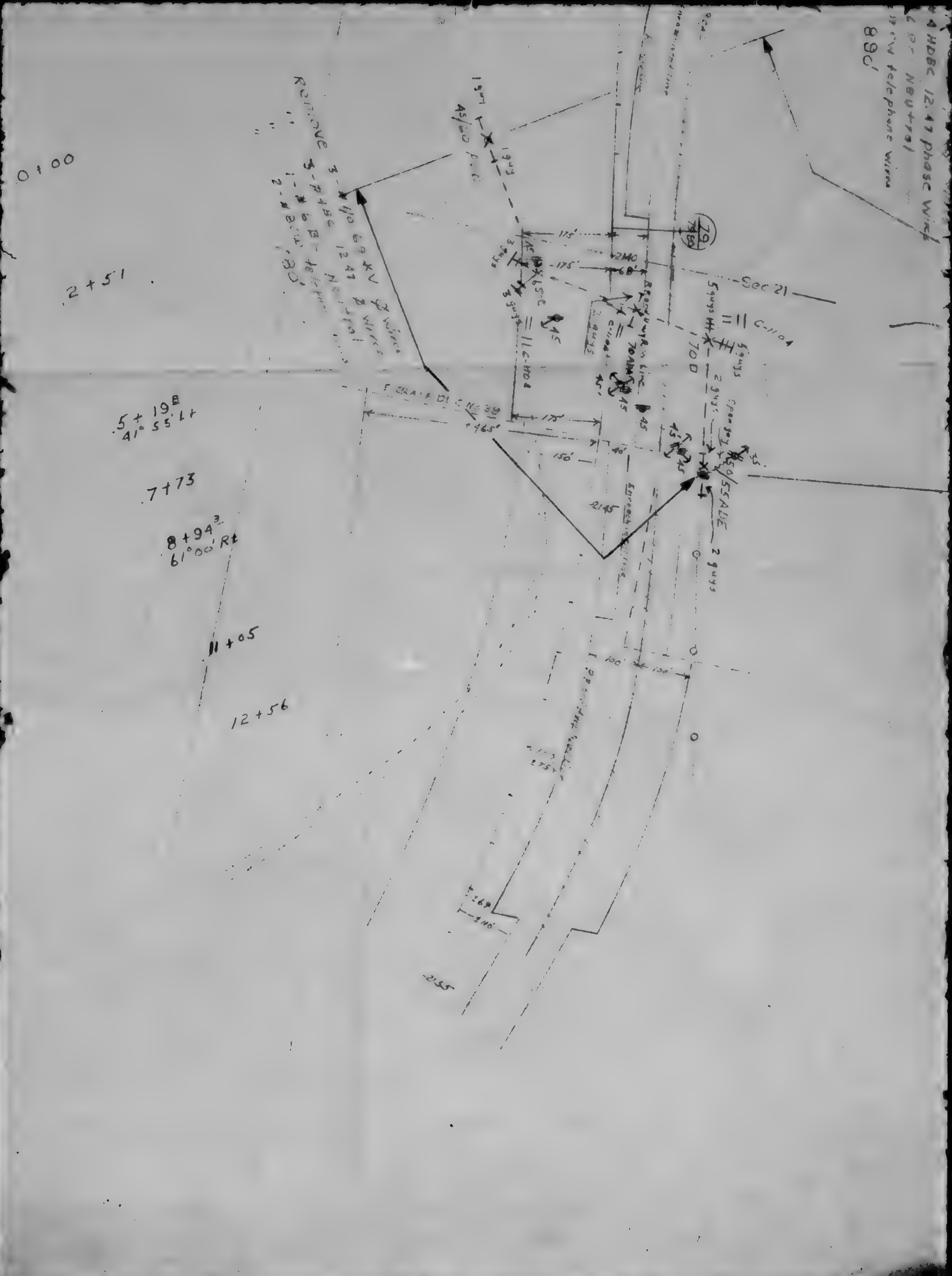
All Earthwork quantities are included in Main Roadway distribution.


0 + 00
2 + 51
$5 + 19^{8}$
41° 53' Lt
7 + 73
$8 + 94^{3}$
61° 00' Rt
11 + 05
12 +

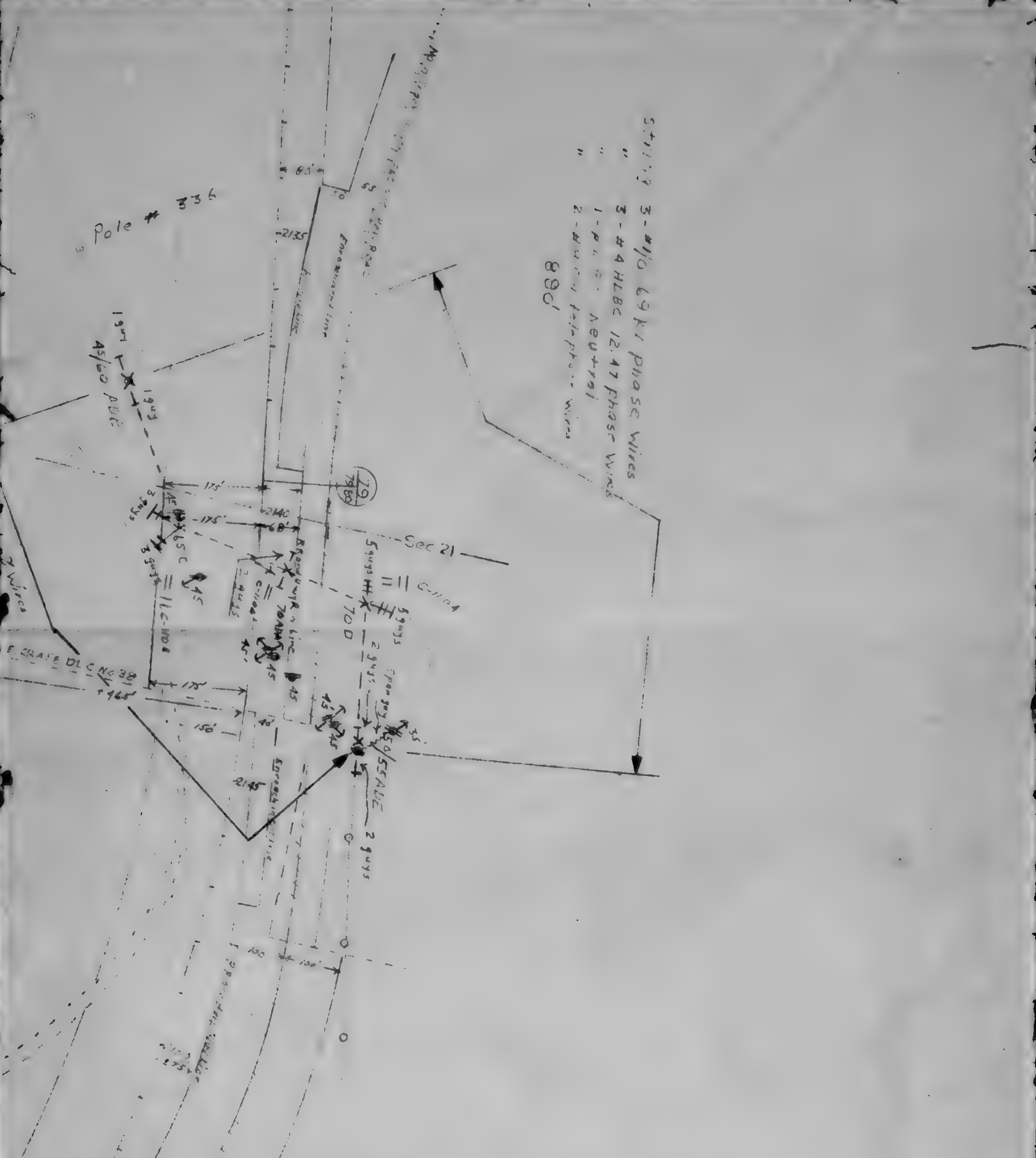
PACIFIC POWER & LIGHT COMPANY
PORTLAND, OREGON

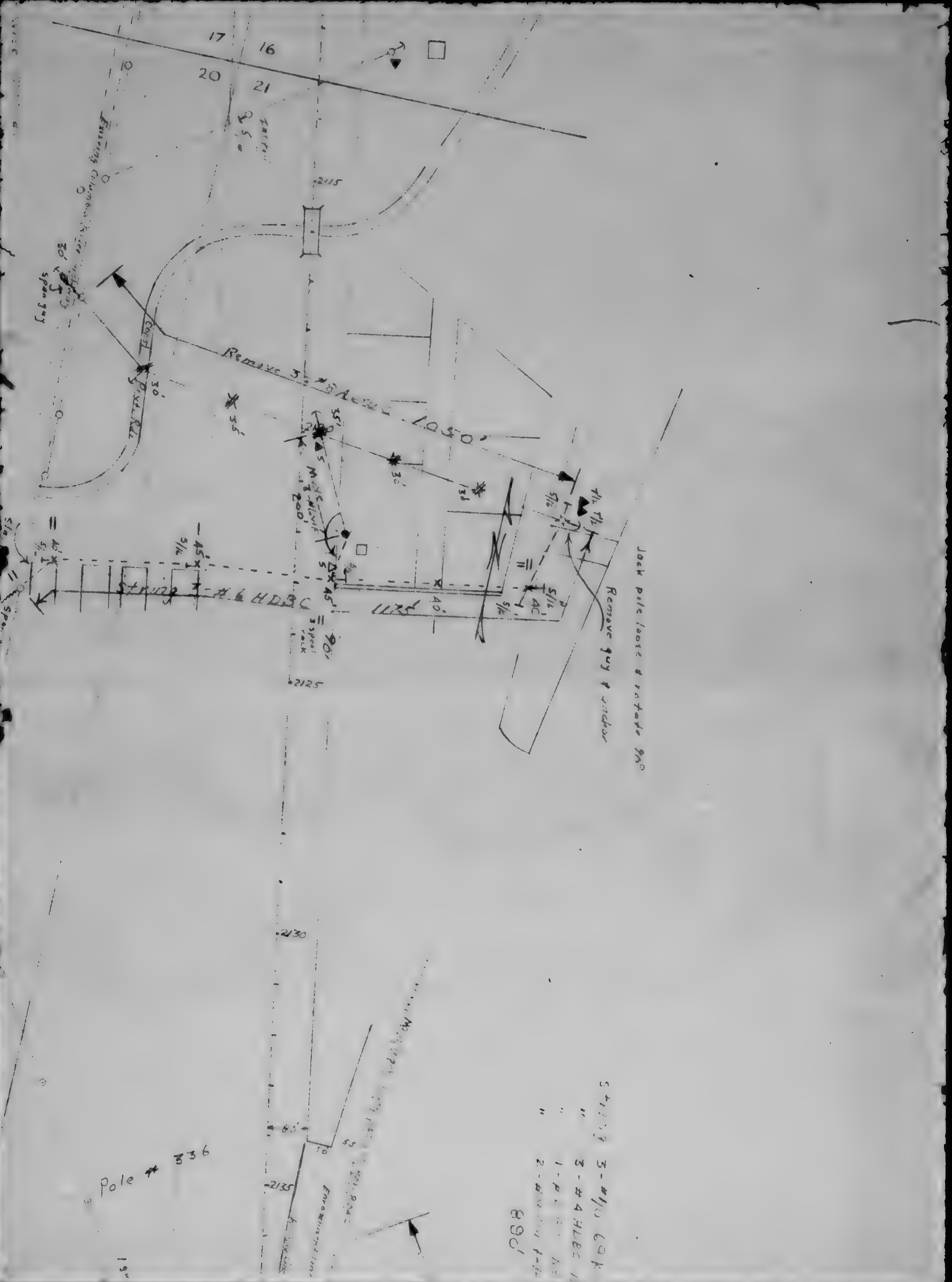
SCALE - 1" - 200'

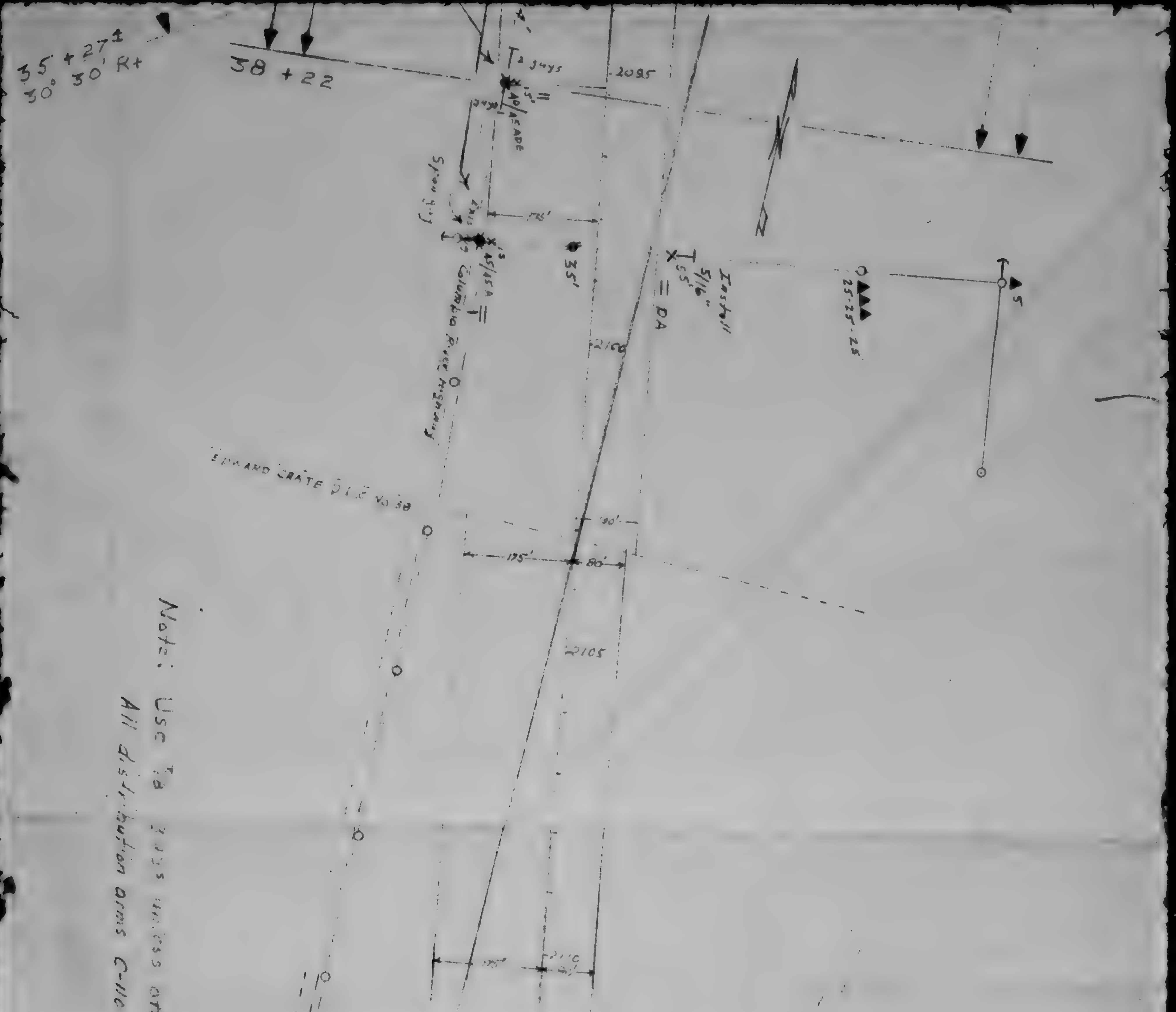
W.G.W
2-17-53



4 HDBC 12.47 phase Wire
1 NEUtral
new telephone wire
89C'
0+00
2+51
5+19.8
41° 55' Lt
7+73
8+94.3
61°00' Rt
11+05
12+56
Remove 3-1/0 69 KV 3 wires
3-#4BC 12.47 3 wires
1-#6 B Neutral
2-#8 telephone
19-4
45/60
1 guy
3 guys
65-C
3 guys
11 C-1104
E. Craig Dic No 38
+465'
175'
175'
175'
2140
60'
Broadway line
2 guys
C-1104
70AM
45
45
45
150'
40'
2145
Sec 21
5 guys
11 C-1104
1700
5 guys
2 guys
Span guy
45
35
50/55 ADE
2 guys
79/780
100'
100'
275'
269
310'
2155


String 3-#1/0 69 KV phase wires
" 3-#4 HLBC 12.47 phase wires
" 1-#... neutral
" 2-#... telephone wires
880'
Pole # 336
1943
45/60 ADE
2135
2140
2145
2155
175'
175'
175'
150'
Sec 21
E. CRANE DLC No 38
+465'
2 Wires
5 guys
3 guys
2 guys
170 D
55 ADE
Encroachment line
100'
100'
79
80


17
16
20
21
10
Existing Columbia Rural
25
2115
Span guy
30'
Remove 3-#8 ACWS 1050'
35'
30'
30'
Move & elevate 200'
45
String #6 HDBC 1125'
40'
45'
40'
5/16
7/16
90'
2125
Jack pole loose & rotate 90°
Remove guy & anchor
2130
2135
60'
55
50
Pole # 336
String 3-#1/0 69K
" 3-#4 HLBC
" 1-#4
" 2-#
898'


35 + 27±
30° 30' Rt
38 + 22
T 2 guys
2095
40/ASADE
Span guy
175'
45/45A
35'
Install
5/16"
55'
= DA
25-25-25
5
Columbia River Highway
2100
EDWARD CRATE D.L.C. No 38
180'
175'
80'
2105
2110
17
16
20
21
Install
2115
Existing Columbia River Highway
30
Span guy
30'
Remove 3 #8 ACWC
35'

Note: Use Td guys unless otherwise noted.
All distribution arms C-1107 unless otherwise noted.

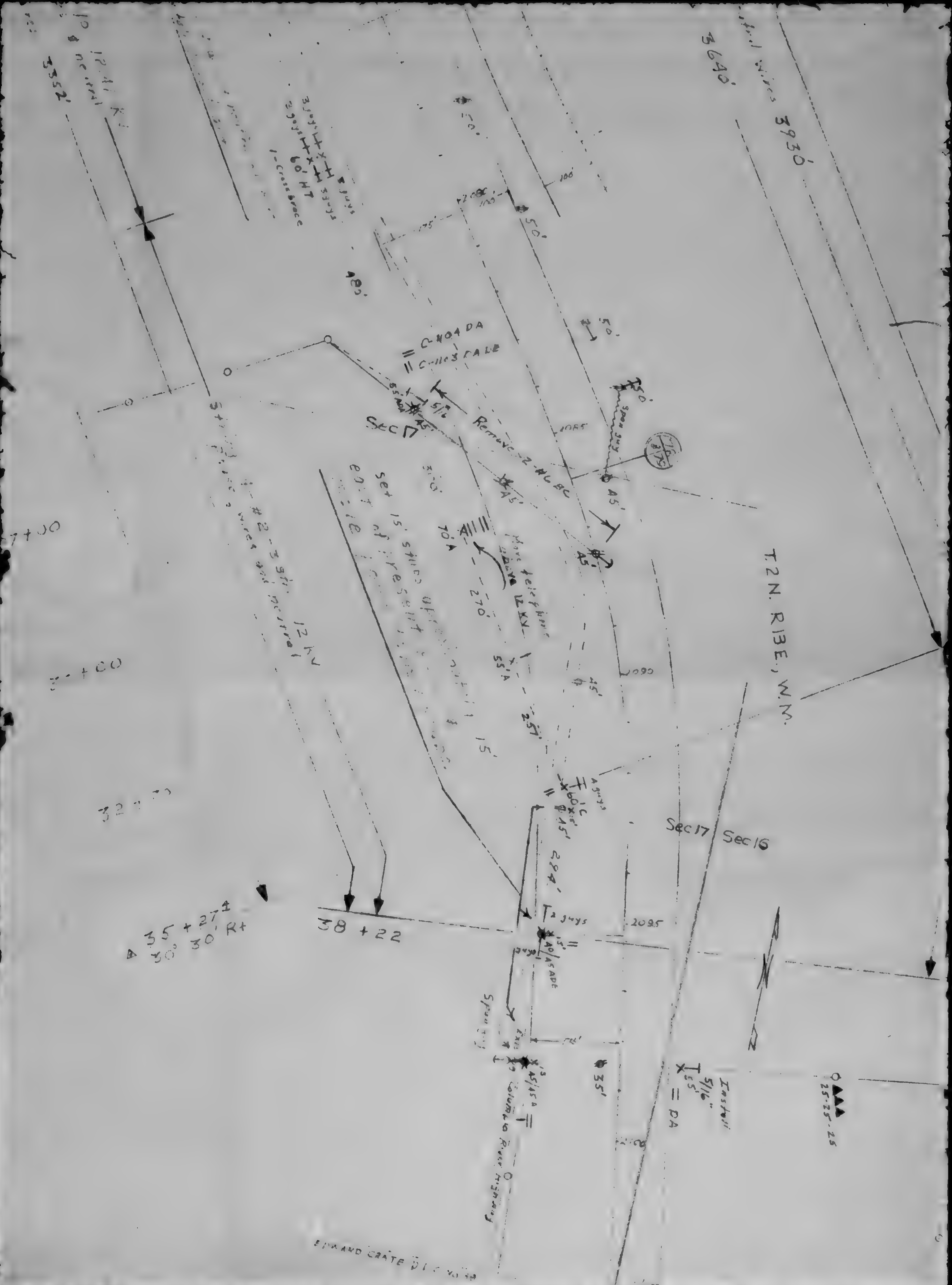
Existing Poles	○
Proposed or New Poles	×
Pole Replacement	⊗
Pole Removal	∅
Existing Power Line	———
Proposed Power Line	– – – – –

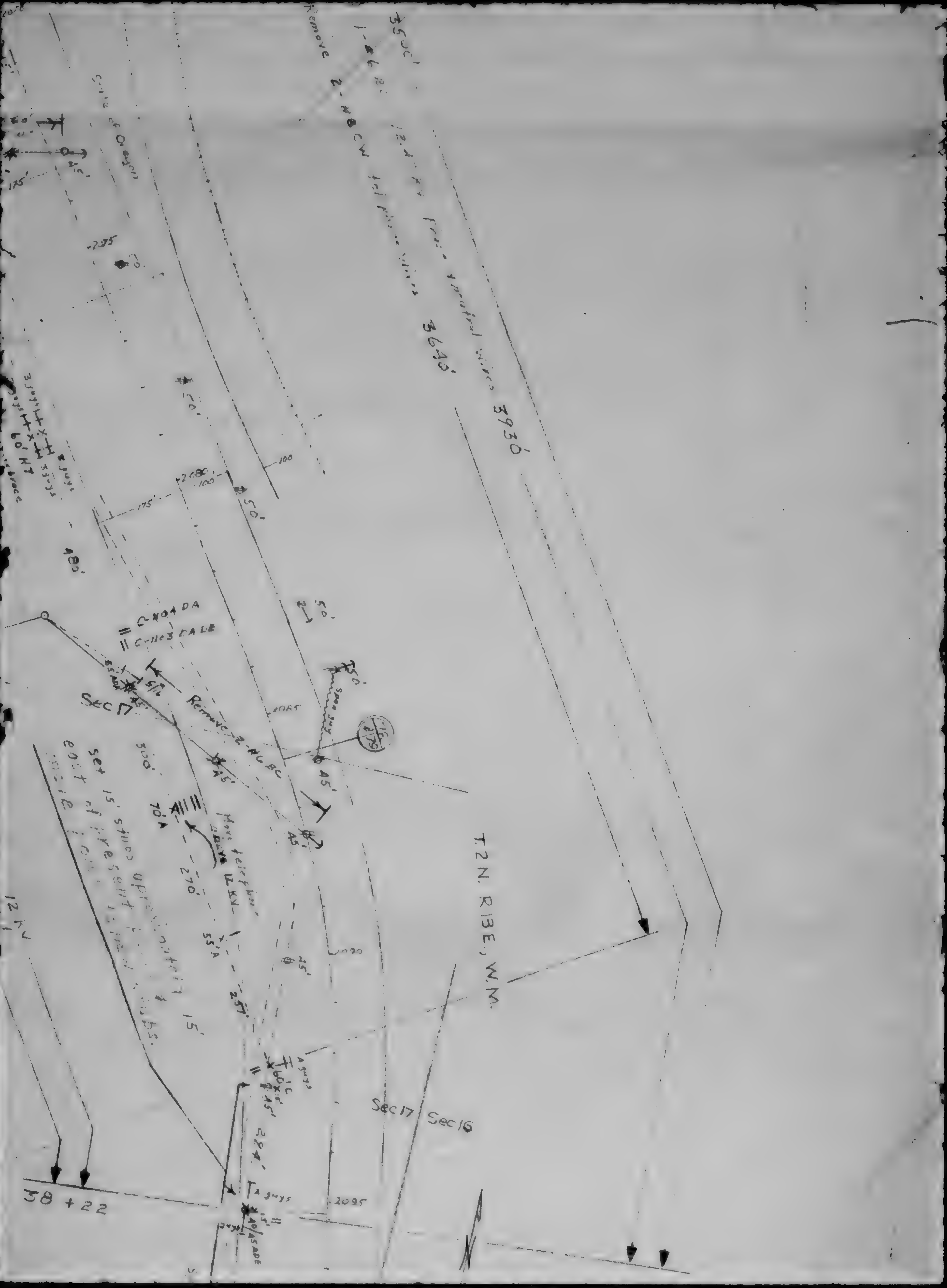
ER 31-4178-83

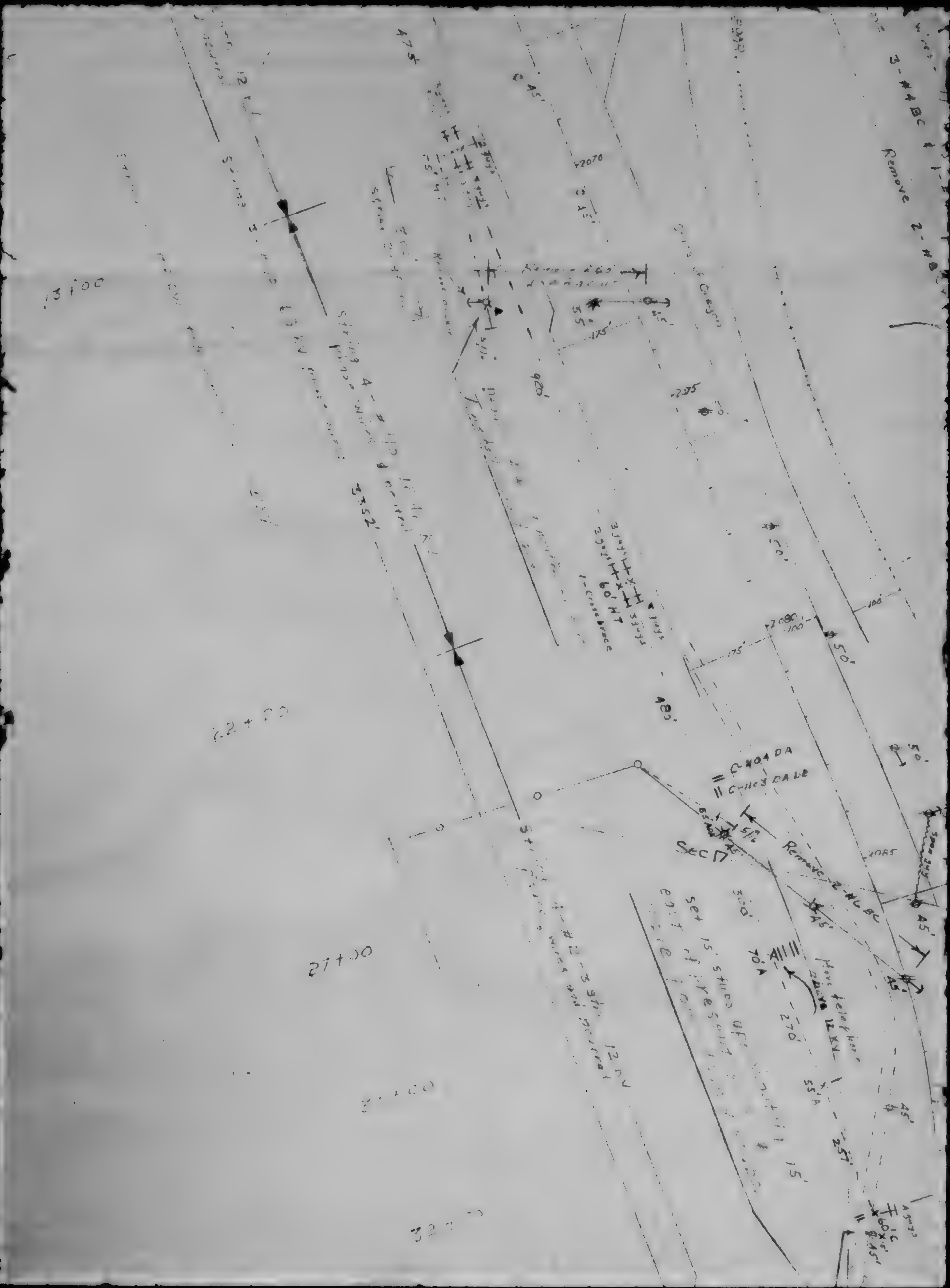
THE DALLES, OREGON

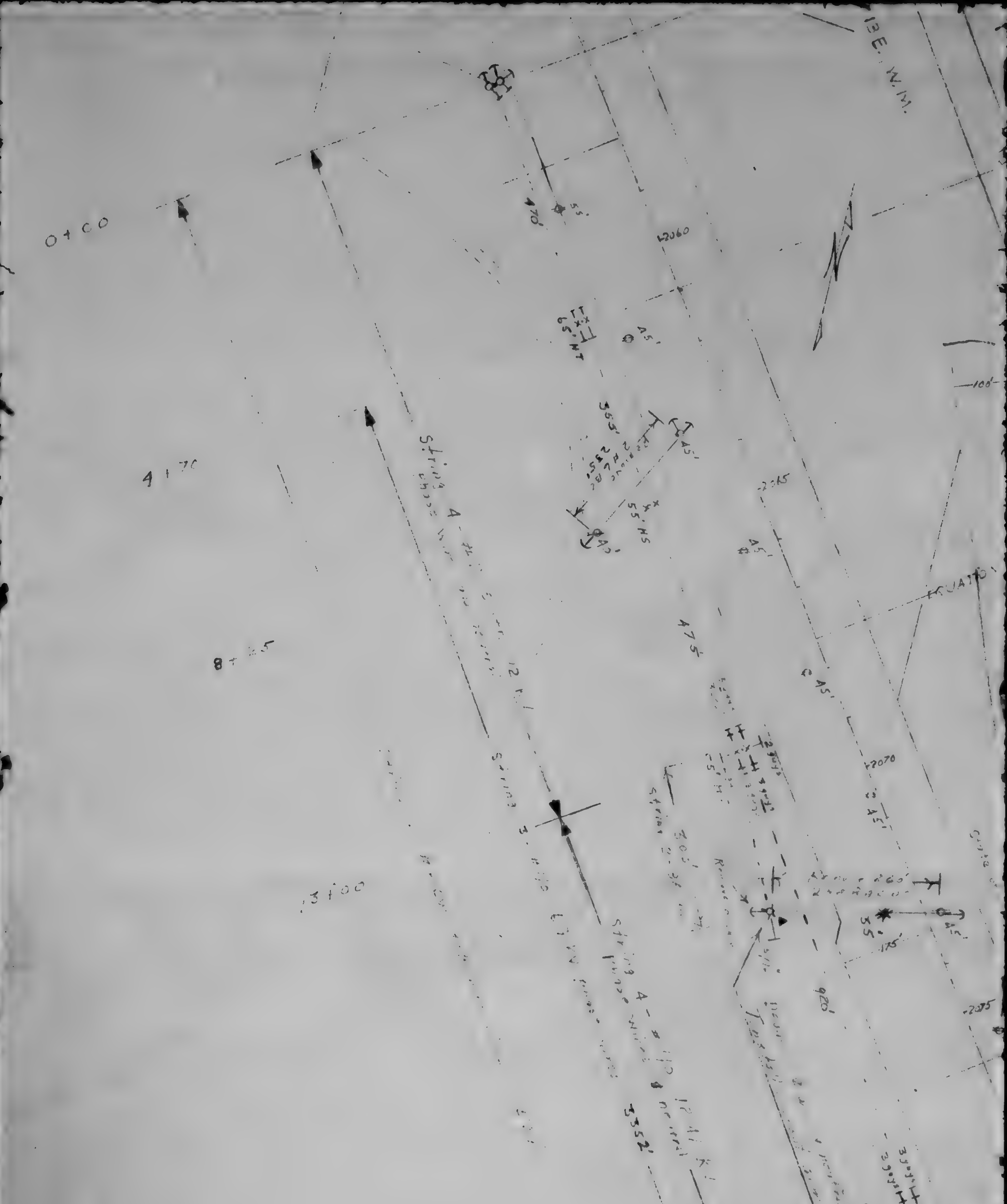
TRANSMISSION & DISTRIBUTION LINE CHANGES

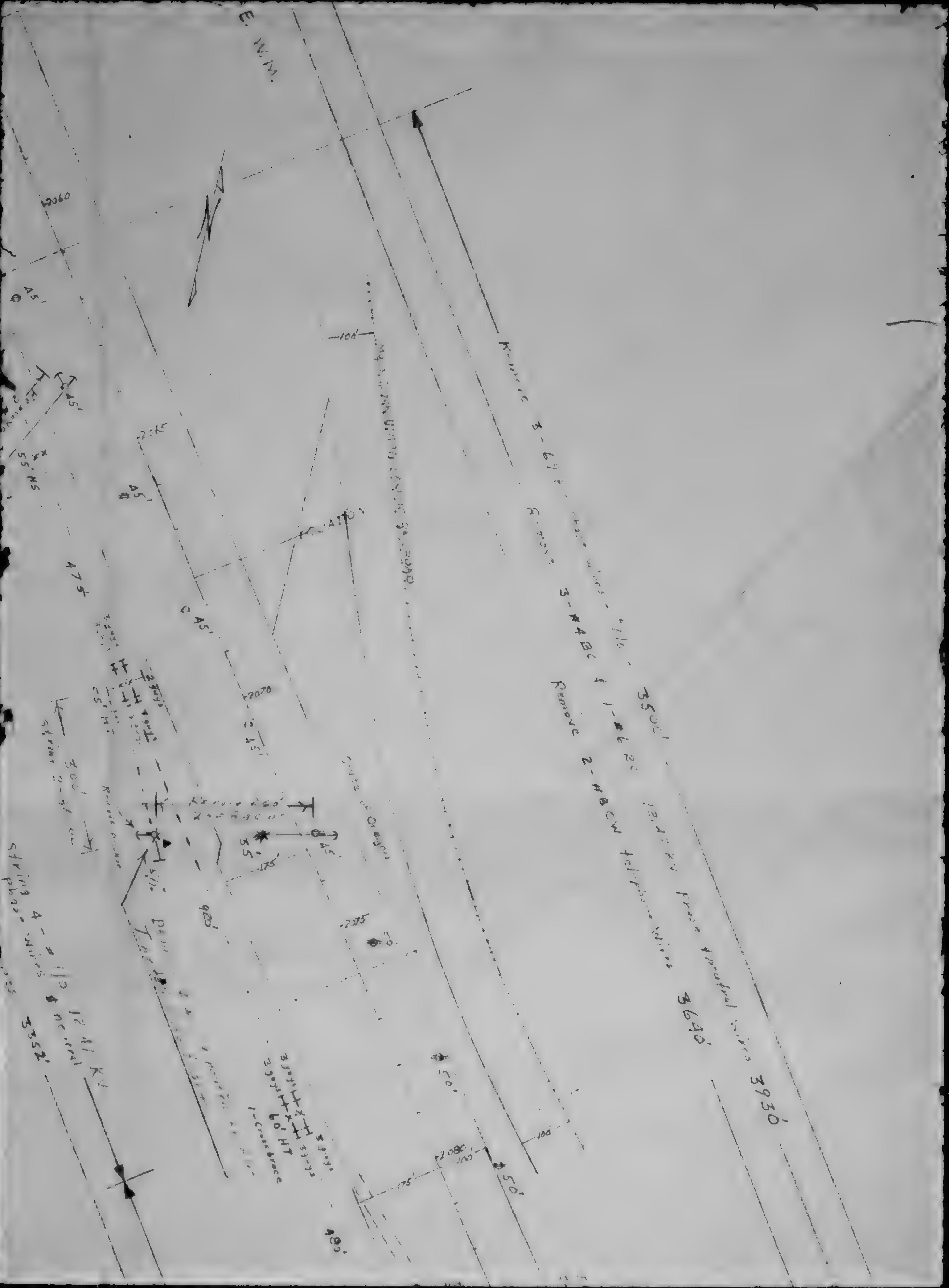
Chenoweth-Rowena Sections of Columbia River Highway

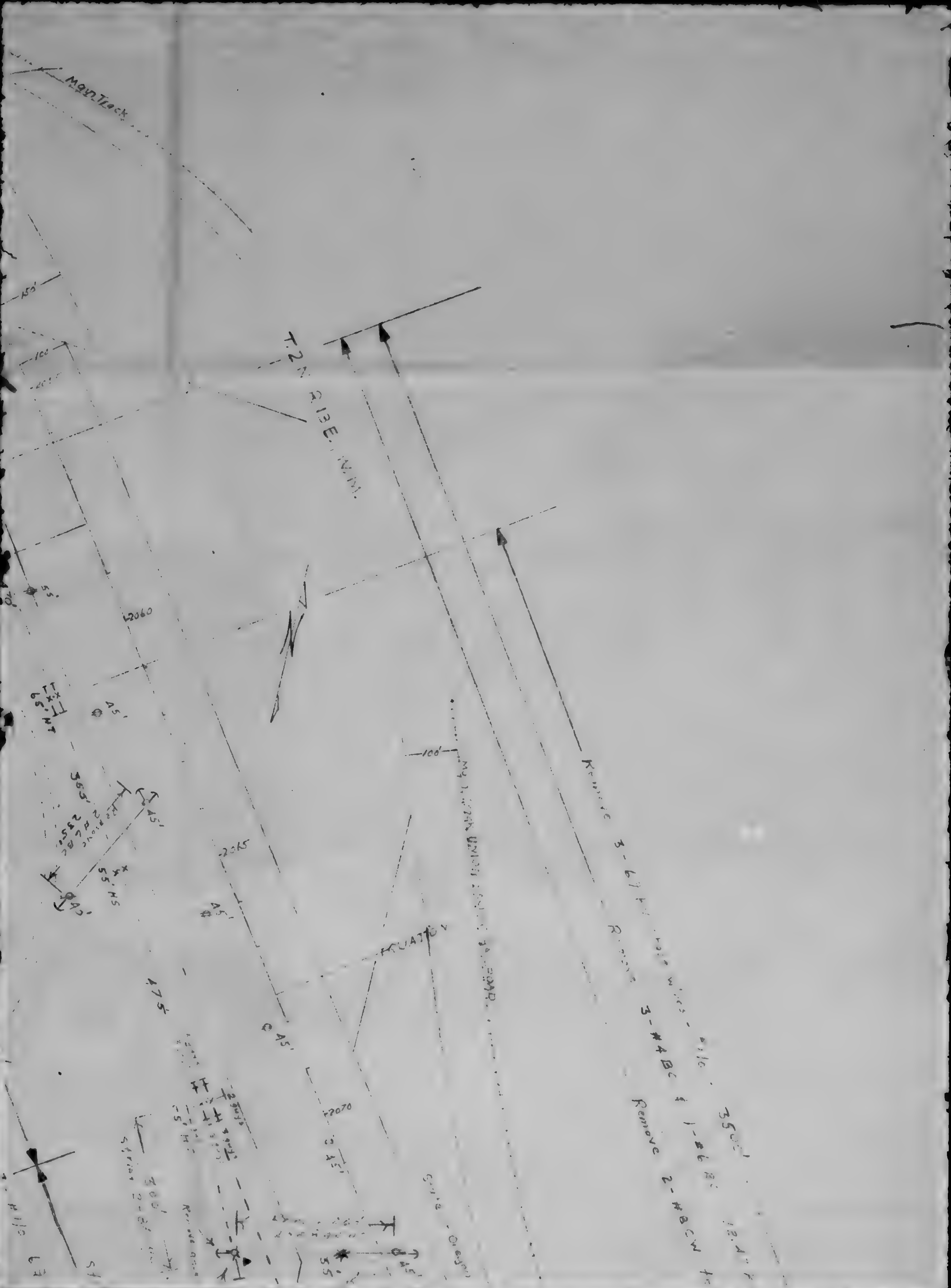
3352'
3640'
3930'
60' HT
1-Cross brace
3 guys
2 guys
50'
50'
180'
100
2080
175'
= C-404 DA
= C-1103 FALE
Sec 17
5/16
Remove 2-#6 BC
1085
Span guy
45'
45'
45'
45'
55'
70' A
Move telephone 12 KV
270'
set 15' stubs
12 KV
15'
55' A
25'
1090
T.2N. R.13E., W.M.
4 guys
60'
45'
294'
Sec 17
Sec 16
38 + 22
35 + 27
30° 30' Rt
2 guys
40'
2095
Span guy
45/45A
35'
Install
5/16"
55'
= DA
25-25-25
32 + 00
37 + 00

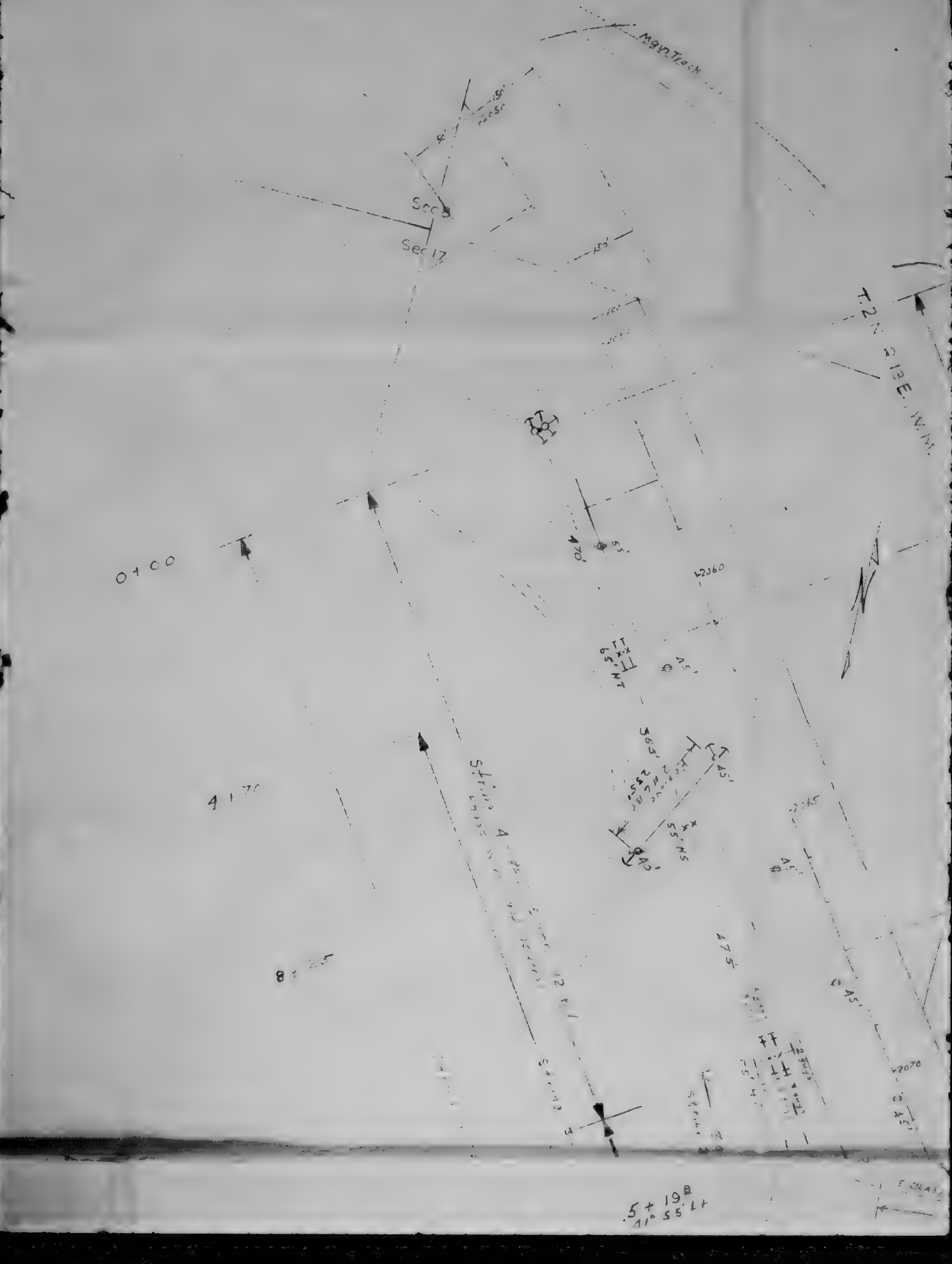

Remove
1-#6
2-#8 CW
12.4 KV
tel phone wires
from neutral wires
3500'
3640'
3930'
City of Oregon
2085
175'
45'
60' HT
3 guys
50'
2080
100
180'
C-404 DA
C-1103 DALE
Sec 17
Remove 2-#4 BC
5/16
2085
span guy
50'
45'
Set 15' stub
east of present
300'
70'A
Move telephone
12 KV
270'
55'A
2080
25'
25'
15'
12 KV
60'x
4 guys
45'
224'
Sec 17 Sec 16
T.2N. R.13E. W.M.
T 3 guys
2095
40/45 ADE
38 + 22

3-#4 BC
Remove 2-#8
475
12 KV
C 45'
2070
13+00
Remove
String 4-#1/0
12 KV
3752'
920'
35'
175'
2075
50'
3 guys
60' HT
1-Crossbrace
100'
2080
50'
480'
22+00
C-#04 DA
C-#3 DA LE
Sec 17
Remove 2-#6 BC
2085
45'
Span guy
300'
Set 15 stubs
70'A
Move telephone above 12 KV
270'
55'A
27+00
12 KV
45'
257'
15'
32+00
60'
4 guys
45'


13E. W.M.
0+00
470'
55'
2060
4+70
65' HT
45'
355'
Remove 2 poles 235'
45'
55' HS
45'
2065
45'
String 4
12 kV
8+45
475'
45'
String 3
2070
45'
String 2
303'
13+00
String 4 - #1/0
12 kV
3352'
920'
35'
175'
45'
2075
3 guys
3 guys
3 guys
3 guys
60' HT
1-Crossbrace
480'
EQUATO
100'


E. N.M.
2060
N
45'
45'
55' HS
45'
475'
2065
45'
2070
45'
100'
3 guys
2 guys
3 guys
75' HT
300'
String 2-#6 CW
Remove anchor
35'
45'
175'
920'
2075
50'
Oregon
Remove 3-6#... wires - #1/0 - 3500'
Remove 3-#4 BC & 1-#6 BC 12.47 KV Phase & neutral wires 3930'
Remove 2-#8 CW telephone wires 3640'
String 4-#1/0 12.47 KV phase wires & neutral
3352'
3 guys
3 guys
60' HT
3 guys
3 guys
1-Cross brace
50'
100'
2080
100
175'
50'
480'


Main Track
50'
100
T.2N R.13E. N.M.
55'
2060
65' HT
45'
365'
Remove 2 #6 BC 235'
45'
55' HS
45'
2065
45'
100'
Remove 3-6 ...
3-#4 BC & 1-#6 BC
350'
Remove 2-#8 CW
475'
45'
2070
45'
300'
55'
45'


Main Track
Sec 8
Sec 17
T.2N. R.13E. N.M.
0+00
4+70
8+25
470'
55'
2060
45'
365'
45'
55'
475'
45'
2070
String 4
5+19.8
41° 55'

Contract 3856

FI-36(7)
BFI-36(9)

Salem, Oregon January 8, 1957

STATE OF OREGON

To Union Pacific Railroad Company, Omaha 2, Nebraska, Dr.

Project Rowena-Chenoweth Creek Section

Highway Comm. Agreement No. 416

Sub-Division No.

Ry. Company's Agreement No. Audit 80445

Estimate No. 2 Final

Period Covered Entire job

Prefix & Acct. No. 33-1034

Item	Total Amount to Date	Previous Amount	Present Amount
Bill700689	23502.42	23502.42	
Totals	23502.42	23502.42	
Retained No %	-0-	2350.24	2350.24
Total Payments	23502.42	21152.18	2350.24

Computed by

Checked by

Pay This Estimate $ 2350.24

Approved Field Engr.

Approved:

Previous Voucher No.

Bridge Office Engineer

Salem, Oregon April 21, 1955

STATE OF OREGON

To Union Pacific Railroad Company
Omaha 2, Nebraska, Dr.

Project Rowena-Chenowith Creek Section

Highway Comm. Agreement No. 416

Sub-Division No.

Ry. Company's Agreement No. Audit No. 80445

Estimate No. 1

Period Covered March 1953/April 1954

Prefix & Acct. No. 33-1034

Item	Total Amount To Date	Previous Amount	Present Amount
Bill 700689	23,502.42	-o-	23,502.42
Totals	23,502.42	-o-	23,502.42
Retained 10 %	2,350.24	-o-	2,350.24
Total Payments	21,152.18	-o-	21,152.18

WCW says
ok to pay final
1/8/57 CMG

Computed by Checked by

Pay This Estimate $ 21,152.18

Approved Field Engr.

Approved:

Previous Voucher No.

CMG
Bridge Office Engineer

Form 2552
6-53-150M

To W.E. Chandler Date 4/ /55

Herewith 3 copies of UP Ry Co Bill 700689 for work on Pomona-Crates Sec. Will you please refer the bill to the [illegible] engr for check and approval. 3 copies of the [illegible]

Signed

PLEASE REPLY HERE

To Date

Bill should be returned to me after check.

Gardner

To [illegible]

I'm retaining 1 copy.

Signed

RECEIVED
APR 2 1955
OREGON STATE HIGHWAY COMMISSION

RECEIVED
APR 14 1955
OFFICE OF
DIVISION ENGINEER

NOTE - INDIVIDUAL ORIGINATING CONFIRMEMO RETAINS YELLOW COPY, FORWARDING FIRST AND TRIPLICATE INTACT WITH CARBONS, ADDRESSEE REPLIES, EXTRACTS CARBON; RETAINS TRIPLICATE, RETURNING FIRST PART TO ORIGINATOR OF CONFIRMEMO.

NO. 220

RECEIVED
APR 4 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

PANY

H 31, 1955

D 315-2-41)

olumbia

bill #700689
42 covering
on with the

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Form 2552
6-53-150M

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

MARCH 31, 1955

(File Ref. D 315-2-41)

Mr. R. H. Baldock, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Re. Rowena-Crates Section of Columbia River Highway

Attached in quadruplicate is Railroad bill #700689 dated March 29, 1955 in the amount of $23,502.42 covering expenses incurred by the Railroad in connection with the captioned project.

Please examine the bill and if satisfactory place in line for payment.

Yours very truly,

E F Kidder

E. F. Kidder,
Division Engineer

encs.

[illegible]
APR [illegible] 1955
OREGON STATE HIGHWAY [illegible]
BRIDGE DEPARTMENT [illegible]

RECEIVED
APR 4 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

1-54-100M

Form 130 A

State of Oregon,
State Highway Commission,
Salem, Oregon.

BILL NO. 700689

MONTH'S ACCOUNT Mar., 1955

JF DEPT. NO. 2105

DATE MADE ______ 19____

To UNION PACIFIC RAILROAD COMPANY, Dr.

Make checks payable to Union Pacific Railroad Company, and address all remittances to the Assistant Treasurer, Omaha 2, Nebr.

FOR Cost of patrolling, moving and restoring communication lines, patrolling signal lines and providing inspection and flagman service for the State of Oregon between Rowena and Crates, Oregon, in accordance with Agreement Audit No. 80445, dated April 19, 1953.			
Detailed Statement Attached.		23502	42

For further information, address Auditor of General and Station Accounts, U. P. R. R. Co., Omaha 2, Nebraska

UNION PACIFIC RAILROAD COMPANY

Cost of Patroling, moving and restoring Communication lines, patroling signal lines and provide inspection and flagmen service for the State of Oregon between Rowena and Crates, Oregon, in accordance with Agreement Audit No. 80445, dated Apr 19, 1953.

Our Work Order S-3427 OW
Work Commenced 2-15-53
" Completed 5-17-54

Billed under provisions of General Administrative Memorandum No. 299 and subsequent amendments thereto.

PR 701-1 Suptnce.

Engineer - Inspector

Month	Time	Rate	Amount	Personal Expenses Vo. No.	Personal Expenses Amount
Mar. '53	10 Hrs.	459.00 Mo. (22)	26.08	311769	8.50
Apr. "	52 "	" " "	135.62	310824	46.40
May "	72 "	" " "	187.78	332971	60.00
June "	74 "	" " "	192.99	329734	62.75
July "	76 "	" " (23)	189.59	358189	40.03
Aug. "	1 Mo.	" " (23)	459.00	350972	116.60
Sept "	144 Hrs.	" " (22)	375.55	378467	109.25
Oct. "	168 "	" " "	438.14	375384	133.00
Nov. "	1 Mo.	" "	459.00	402409	118.45
Dec. "	1 Mo.	" "	459.00	363640	131.85
Jan '54	1 Mo.	480.00 Mo.	480.00	419549	121.00
Feb. "	1 Mo.	" "	480.00	417282	114.75
Mar. "	1 Mo.	" "	480.00	441991	140.95
Apr. "	1 Mo.	" "	480.00	435010	130.25

	Amount
	4842.75
3% Vacation Allowance	145.28
6½% RR Ret & Unemployment on 4988.03	324.22
Insurance:	
3% Workmens Compensation	149.64
1% Public Liability & Property Damage	49.88

5511.77 1333.78 $ 6845.55

Arch

M. J. Goss Motor Co. Car Rental

Month	Vo. No.	Amount	
Mar. 1953	317361	13.92	
Apr. 1953	319317	67.50	
May 1953	319574	99.87	
June 1953	341579	94.50	
July 1953	342098	119.00	
Aug. 1953	368777	232.50	
Sept. 1953	366144	244.70	
Oct. 1953	390597	252.50	
Nov. 1953	386124	250.80	
Dec. 1953	415087	263.10	
Jan. 1954	406578	232.50	
Feb. 1954	432291	213.40	
March 1954	427842	242.90	
Apr. 1954	453101	225.00	
		2552.19	2552.19

PR 712 Signal Dept.
Patrolling Signal Lines
Signalmen

Month	Time	Rate	Amount	Personal Expenses Vo. No.	Personal Expenses Amount	
Feb. '53	6 hrs	1,993 Hr.	11.96			
Mar. '53	22 "	1.993 "	43.85			
Apr. '53	56 "	2.003 "	112.17	305400	22.20	
May. '53	76 "	2.003 "	152.23	332965	66.25	
June '53	88 "	2.003 "	176.26	330138	55.55	
" '53	1 "	3.045 " O.T	3.00			
July '53	92 "	2.003 "	184.28	350891	58.05	
July '53	3 "	3.0045" O.T.	9.01			
Aug. '53	148 "	2.003 hrs	296.44	351046	44.35	
Aug. '53	7 "	3.0045 " O.T.	21.03			
Sept. '53	136 "	2.003 "	272.41	377389	88.20	
Sept. '53	3 "	3.0045 " O.T	9.01			
Oct. '53	124 "	2.033 "	252.09	376286	91.92	
Oct. '53	3 "	3.0495 " O.T.	9.15			
Nov. '53	136 "	2.033 "	276.49	401987	62.70	
Dec. '53	168 "	2.033 "	341.44			
Jan. '54	160 "	2.033 "	325.08	410953	89.70	
Jan. '54	10 "	3.0495 " O.T.	30.50			
Feb. '54	116 "	2.033 "	235.83			
Mar. '54	184 "	2.033 "	374.07			
Mar. '54	4 "	3.0495 " O.T.	12.20			
Apr. '54	88 "	2.033 "	178.90			
			3327.70			
3% Vacation Allowance			97.01			
6½% RRRet. & Unemp on 3424.71			222.61			
Insurance						
3% Workmens Compensation			102.74			
1% Public Liability & Property Damage			34.25			
			3784.31		578.92	4363.23

PR 27 Teleg. Dept.
Patrolling Teleg. & Tel. lines

Month	Time	Rate	Amount	Personal Expenses Vo.No.	Personal Expenses Amount	
Mar. 1953	24 hrs.	1.931 Hr.	46.34	311581	22.45	
Apr. "	24 "	1.931	46.34	308478	39.35	
Apr. "	20 "	1.931	38.62			
May. "	63 "	1.931	121.65	330603	51.60	
June "	54 "	1.931	104.27	332406	42.25	
			357.22			
3% Vacation Allowance			10.72			
6½% RRRet & Unempl on 367.94			23.92			
Insurance						
3% Workmens Compensation			11.04			
1% Public Liability & Property Damage			3.68			
			406.58		155.65	562.23

Construct Temporary Pole Line
Sept. 1953
PR - 27 - Teleg Dept.

Lead Workman	8 hrs		2.02	16.17	
do	1 "	O.T.	2.897	2.90	
Lineman	64 "		1.931	123.58	
Groundman	64 "		1.691	108.22	
May, 1953					
Lead Workman	8 "		2.02	16.17	
do	1 "	O.T.	2.897	2.90	
Lineman	56 "		1.931	108.14	
Groundman	40 "		1.681	67.24	
				445.32	
Vacation Allowance 3% on (Less OT) 439.52				13.19	
6½% RRRet. & Unemp. on 458.51				29.80	
Insurance					
3% Workmans Compensation				13.76	
10% Public Liability & Property Damage				4.59	506.66

502-1 #1694 Sept. 1953

500 ft. Messenger Guy, 6M 5/16"	ft	.04	20.00
300 3/16" Sq. washers ea.		.05	15.00
1000 ft. wire, teleprene #14	ft.	.06	60.00
200 lbs. wire, tie copper #9 AW G 22"	lb.	.37	74.00
50 lbs. Wire, tie, iron #9 BWG 13"	lb.	.14	7.00
3000 ft. Whitney Blake Teleprene Distributive Wire Type 14 JHC - 2 #554	ft.	.05	150.00
100 X Arm 10' 10 pin	ea.	2.92	292.00
1000 Insulators, Glass #42	ea.	.13	130.00

502-1 #1694 Sept., 1953, (Cont)

1000 Pins, Wood #HLP - 508 ft.	ea	.06	60.00	
1000 Sleeves, Nico #1-114D	ea	.05	50.00	
500 " " #2-165J	ea	.09	45.00	

502-1 #1848

200 Bolts, Carriage 3/8" x 4" #9634	ea.	.04	8.00	
100 Bolts Carriage 3/8" x 4½" #9634½ ea	ea.	.04	4.00	
100 Bolts, X Arm 14" #9814	ea.	.26	26.00	
10 Bolts X Arm 18" #9818	ea.	.37	3.70	
16 " X Arm 18" DA	ea.	.42	6.72	
200 Bushings, Lowest Wood AAR Dwg. T&T 3181	ea.	.04	8.00	
			959.42	
10% for Temporary use				95.94
5% Cost of Handling				47.97
100 lbs. Nails 6d	lb.	.14	14.00	
5% Cost of Handling			.70	14.70

Freight over our own lines
Omaha to Rowena 1708 Miles
2.9385 tons x 1708 miles = 5019 ton miles
5019 Ton Miles @ .01 Ton Mile 50.19

April, 1954
Line Retired - Remove Temporary pole line

Lead Workman	16 hrs.	2.051	32.82	
do	2 hrs O.T.	3.032	6.06	
Lineman	56 hrs.	1.961	109.82	
Groundman	24 "	1.701	40.83	
Total Straight Time			183.47	
" Overtime			6.06	
3% Vacation Allowance on on 183.47			5.50	
6½% RRRet. & Unemp. on 195.03			12.68	
4% Insurance			7.80	215.51

PR - 713 Tracks
Section 14
Flagging:

Month	Foreman Hrs.	Section-men Hrs	Rate	Amount	
May, 1953	3 hrs (21)	--	322.35	5.76	
"		11	1.535	16.89	22.65
June, 1953	6 hrs (22)		322.35	10.99	
"		40	1.535	61.40	72.39
July, 1953	4 hrs (23)		322.35	7.01	
"		33	1.535	50.66	

Ark

PR 713 Tracks (Cont'd)

Month	Foreman Hrs.	Section-Men Hrs.	Rate	Amount	
July '53(cont)	1 O.T.		2.855	2.86	
"		10 O.T.	2.305	23.05	83.58
Aug. '53	6 hrs (21		322.35	11.51	
"		32	1.535	49.12	
"		288	1.535	442.08	
"		200 O.T.	2.305	461.00	963.71
Sept. '53	18 hrs (21)		322.35	34.54	
"		129	1.535	198.02	
"		336	1.535	515.76	
"		204 O.T.	2.305	470.22	
"		8 O.T.	2.305	18.44	
	1 Hr. O.T.		2.855	2.86	1239.84
Oct. '53	21 " (21)		327.43	40.93	
"		98	1.565	153.37	194.30
Dec. '53	2 Hr. (22)		327.43	3.72	
"		18	1.565	28.17	
"		11 O.T.	2.35	25.85	57.74
Jan. 1954	2 hrs.(20)		327.43	4.09	
"		25	1.565	39.13	
		9 O.T.	2.35	21.15	
	1 " O.T.		2.90	2.90	67.27
Feb. 1954	8 Hr. (19)		327.43	17.23	
"	8 "		309.93	16.31	
"		56	1.565	87.64	
"		8	1.541	12.33	
"		7 O.T.	2.35	16.45	
"		1 O.T.	2.31	2.31	
"	1 Hr. O.T.		2.90	2.90	
"	1 " O.T.		2.70	2.70	157.87
Mar. 1954	6 Hr. (23)		327.43	10.68	
"	24 "		289.93	37.82	
"		96	1.565	150.24	
"		48 O.T.	2.35	112.80	
"		3 O.T.	2.3475	7.04	
"	28 hrs (23)		327.43	49.83	
"		56	1.565	87.64	
"	5 OT		2.90	14.50	
"		3. O.T.	2.57	7.71	
"		7 O.T.	2.35	16.45	494.71
April 1954	16 hr (22)		327.43	29.77	
"		48	1.565	75.12	
"	7 " O.T.		2.90	20.30	
"		7 O.T.	2.57	17.99	
"		7 O.T.	2.35	16.45	
"	4 "		327.43	7.44	
"		16	1.565	25.04	192.11
May '54	3 " O.T.		2.90	8.70	
"		3 O.T.	2.35	7.05	
		3 O.T.	2.57	7.71	23.46

ection 12 - Watchman

onth	Foreman Hrs	Sectionmen hrs.		Rate	Amount	
eb. '53	4(19 da)			315.66	8.31	
		16		1.525	24.40	32.71
ept. '53		168		1.535	257.88	
		102	O.T.	2.305	235.11	492.99
ct. 1953		224		1.565	350.56	
		145	O.T.	2.35	340.75	691.31
ov. 1953		160		1.565	250.40	
		110	O.T.	2.35	258.50	508.90
ec. 1953		184		1.565	287.96	
		71	O.T.	2.35	166.85	454.81
ug. 1953		383		1.535	587.91	
		173	O.T.	2.305	398.77	986.68
		Total-Regular Time				4047.66
		" Overtime (OT)				2689.37

3% Vacation Allowance on Regular Time	121.43	
6½% RRRet. & Unempl. on 6858.46	445.80	
Insurance		
3% Workman's Compensation	205.75	7578.59
1% Public Liability & Property Damage	68.58	

Personal Expenses - Watchman		
August, 1953 Vo. No. 354570	49.14	
October, 1953 Vo. No. 362824	41.86	
" 1953 Vo. No. 378176	10.92	
December 1953 Vo. No. 386028	35.00	
" 1953 Vo. No. 400418	28.00	164.92

March, 1954

PR Track Sections

Sec. 15

Checking slide conditions of Rock MP 81

2 hrs. @ 1.618 hr. — 3.24

PR Other Gangs

Ditcher 0101

Ditching - Near M.P. 81 due to blasting operations

38	Hrs.		2.093	79.53
1/2	"	O.T.	3.14	1.57
38	"		1.685	64.03
1/2	"	O.T.	2.53	1.27
		Total Straight Time		146.80
		" Overtime		2.84

Ank

Ank

3% Vacation Allowance on 146.80	4.40	
6½% RR Ret. & Unemployment on 154.04	10.01	
Insurance		
3% Workmans Compensation	4.62	170.21
1% Public Liability & Property Damage	1.54	
Rental of Ditcher 0101		
Repairs:		
77 hrs. @ .96 hr	73.92	84.18
4½ days @ 2.28 day	10.26	
PR 712 Apr. 1954 & May, 1954 Signalman patrolling account blasting for state Highway MP 79 & 81		
12-1/3 hrs. 3.0495 hr. O.T.	37.61	
3% Vacation Allowance - NONE		
6½% RR Ret. & Unemp	2.44	41.55
4% Insurance	1.50	
PR 701 - Supt.		
July, 1953		
General Engineering & Inspector 475.20 Mo. (23 da)	61.98	
3 days Office Engineer	1.86	
3% Vacation Allowance	4.15	
6½% RRRet. & Unempl. on 63.84	2.56	70.55
4% Insurance		
Vo. No. 354647 - Personal Expenses		21.60

Cost to Compile Bill:

Bill Clerk	2 days	346.22	Mo.	(20)	34.62
Bill Examiner	3 Hrs.	356.49	"	(20)	6.68
Typist	6 "	307.17	"	(23)	10.02
Traveling Engr. Accnt.	2 Days	440.00	"	(22)	40.00
Compt. Operator	2 Hrs	299.98	"	(20)	3.75
					95.07

3% Vacation Allowance	2.85	
6½% RRRet & Unempl. on 97.92	6.36	
Insurance		
3% Workmans Compensation	2.94	
1% Public Liability & Property Damage	.98	108.20
Vo. No. 454962 Personal Expenses - Traveling Engr. Accnt.		8.45
	Total	$ 23502.42

Ank

THIS AGREEMENT made this 9th day of April, 1953, by and between OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, an Oregon corporation, and its lessee UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter collectively called "Railroads"), parties of the first part, and the STATE OF OREGON, by and through its State Highway Commission (hereinafter called "State"), party of the second part,

WITNESSETH:

RECITALS:

The State is relocating Columbia River Highway (hereinafter called "highway") between Rowena and Crates in Wasco County, Oregon. Said highway in some places will closely parallel, and said highway or slopes thereof at other places will encroach longitudinally upon, the right of way of the Railroads' main line. The State has requested easements from the Railroads for encroachments of said highway and slopes thereof upon the Railroads' property at the locations hereinafter described, and this agreement is made, pursuant to § 100-3504 OCLA, for the purpose of granting said easements and for the purpose of providing for protection of the Railroads and the public and related matters.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

Section 1. EASEMENTS GRANTED.

(a) So far as they lawfully may do so, the Railroads hereby grant to the State, subject to each and all of the terms, provisions, conditions and exceptions contained in this agreement:

First. An easement to construct and thereafter maintain, repair, renew and use the highway as a state public highway upon those portions of the Railroads' property in the County of Wasco, State of Oregon, described as follows:

Parcel No. 1

A strip of land 50 feet wide being all that part of the right of way of the Oregon-Washington Railroad & Navigation Company, leased to the Union Pacific Railroad Company, situated in the Edward Crate Donation Land Claim No. 38 in Section 21, Township 2 North, Range 13 East of the Willamette Meridian, in Wasco County, Oregon, that lies between lines parallel with and distant westerly 50 feet and 100 feet, respectively, measured radially, from the center line of the main track of said Railroad Company as now constructed and operated, and extending northerly from a straight line drawn radially to said center line of main track at Railroad Survey Station 2138 plus 00 which is a point thereon that is 2805 feet distant northerly from the south line of said Section 21, measured along said center line of main track, to a straight line drawn radially to said center line of main track at Railroad Survey Station 2183 plus 00.

Parcel No. 2

A strip of land 40 feet wide being all that part of the right of way of said Railroad Company situated in Government Lot 3 of Section 21, Township 2 North, Range 13 East of the Willamette Meridian, in Wasco County, Oregon, that lies between lines parallel with and distant westerly 60 feet and 100 feet, respectively, measured at right angles and/or radially, from said center line of main track, and extending southerly from the north line of said Govt. Lot 3 to a straight line drawn radially to said center line of main track at Railroad Survey Station 2136 plus 00 which is a point thereon that is 2021.0 feet distant northerly from the south line of said Section 21, measured along said center line of main track.

The above-described property is shown and represented by yellow color on Drawing No. 80618 dated February 6, 1953, hereto attached, marked "Exhibit A" and by this reference made a part of this agreement.

Second. An easement to construct and thereafter maintain, repair, renew and use slopes of said highway upon those portions of the Railroads' property in the County of Wasco, State of Oregon, described as follows:

Parcel No. 1-A

A strip of land 25 feet wide being all that part of the right of way of the Oregon-Washington Railroad & Navigation Company, leased to the Union Pacific Railroad Company, situated in the SE 1/4 of Section 12, Township 2 North, Range 12 East of the Willamette Meridian, in Wasco County, Oregon, that lies between lines that are parallel with and distant southwesterly 75 feet and 100 feet, respectively, measured at right angles and/or radially, from the center line of the main track of said Railroad Company as now constructed and operated, and extending northwesterly from a straight line drawn at right angles to said center line of main track at Railroad Survey Station 2002 plus 20 which is a point thereon that is 408.64 feet distant northwesterly from the east line of said Section 12, measured along said center line of main track, to a straight line drawn radially to said center line of main track at Railroad Survey Station 1998 plus 90.

Parcel No. 2-A

A strip of land 50 feet wide being all that part of the right of way of said Railroad Company situated in the Josiah Marsh Donation Land Claim No. 42 in Section 7, Township 2 North, Range 13 East of the Willamette Meridian, in Wasco County, Oregon, that lies between lines that are parallel with and distant southerly 50 feet and 100 feet, respectively, measured at right angles and/or radially, from said center line of main track, and extending easterly from a straight line drawn at right angles to said center line of main track at Railroad Survey Station 2010 plus 60 which is a point thereon that is 351.36 feet distant easterly from the west line of said Section 7, measured along said center line of main track, to a straight line drawn at right angles to said center line of main track at Railroad Survey Station 2025 plus 00.

Also, a strip of land 40 feet wide being all that part of the right of way of said Railroad Company situated in said Josiah Marsh Donation Land Claim No. 42 in said Section 7 that lies between lines parallel with and distant southerly 60 feet and 100 feet, respectively, measured at right angles and/or radially, from said center line of main track, and extending easterly from a straight line drawn at right angles to said center line of main track at said Railroad Survey Station 2025 plus 00, to a straight line drawn radially to said center line of main track at Railroad Survey Station 2047 plus 78.34.

Also, a strip of land 20 feet wide being all that part of the right of way of said Railroad Company in said Josiah Marsh Donation Land Claim No. 42 in said Section 7 that lies between lines parallel with and distant southerly 30 feet and 50 feet, respectively, measured radially, from said center line of main track, and extending easterly from a straight line drawn radially to said center line of main track at Railroad Survey Station 2013 plus 25, to a straight line drawn radially to said center line of main track at Railroad Survey Station 2014 plus 25.

The above-described property is shown and represented by green color on said map Exhibit A.

Third. Easements to construct and thereafter maintain, repair, renew and use:

(1) A corrugated iron pipe culvert (12-gauge), eighteen (18) inches in diameter, under and across the Railroads' property and tracks below the grade thereof, approximately at Railroad Engineer's Station 1934 plus 10 in Section 11, Township 2 North, Range 12 East, Willamette Meridian, the top of which culvert to be not less than three (3) feet below the base of rail of the lowest of the Railroads' tracks; together with catch basin extending vertically from said culvert to the Railroads' drainage ditch; and

(2) A corrugated iron pipe culvert, eighteen (18) inches in diameter, under and across the Railroads' property below the grade thereof, approximately at Railroad Engineer's Station 2013 plus 52 in Section 7, Township 2 North, Range 13 East, Willamette Meridian, connecting with the Railroads' existing metal culvert No. 77.54; together with catch basin extending vertically from the State's said culvert to the base of depression between the railroad and highway grades; and

(3) A concrete box culvert six (6) feet wide and four (4) feet high, under and across the Railroads' property below the grade thereof, approximately at Railroad Engineer's Station 2185 plus 98 in Section 21, Township 2 North, Range 13 East, Willamette Meridian; connecting with the Railroads' existing concrete arch culvert No. 80.8; together with catch basin extending vertically from the State's said culvert to the base of depression between the railroad and highway grades. In making said connection with the railroad culvert the State may make necessary modification of the railroad culvert to accomplish said connection, but shall not alter the size, structure or capacity of the railroad culvert.

All as indicated by lines of pink color on said map Exhibit A. Said culverts and catch basins shall be constructed in accordance with plans and specifications prepared by the State and approved by the Railroads.

(b) The above-described premises shall be used by the State solely for the purposes aforesaid and not otherwise, and if at any time the property of the Railroads hereinbefore in this section described, or any part thereof, shall permanently cease to be used for the purposes aforesaid or shall be used for purposes unauthorized hereby, then the easements hereby granted as to such property or parts thereof shall cease and terminate.

(c) The State shall not use or permit the use of the property of the Railroads hereinbefore in this section described or any part thereof, except for the usual and ordinary purposes of a public highway. Said purposes shall not be deemed or construed to include use of said property by the State or others for railroad, street or interurban railway or other rail transportation purposes, or for the construction or maintenance of gas, oil or gasoline pipe lines; provided that nothing herein shall prevent the Railroads from using or permitting others to use said property for any or all of said purposes. Any lines constructed on railroad property by or under authority of the State, for the purpose of conveying electric power, shall be constructed in accordance with specifications and requirements of the Railroads and in such manner as not to have any adverse effect on railroad telephone, telegraph, control or signal system lines or other facilities.

(d) The Railroads by this instrument neither grant nor intend to grant any greater estate or right than that hereinbefore expressly described, to-wit, easements for the purposes aforesaid. The easements hereby granted include only the property hereinbefore in this section described and no other property of the Railroads whatsoever, and the State shall not encroach upon, occupy or use any other property of the Railroads than that hereinbefore described.

(e) The easements hereby granted shall be and are subject to all outstanding superior rights, whether public or private, and any extensions and renewals thereof. The State, without expense to the Railroads, will make satisfactory adjustments with and obtain releases from any and all tenants, occupants or users of the above-described railroad property who will be affected by the construction of the highway or appurtenances thereof.

(f) The Railroads hereby reserve the right to use the property hereinbefore described for any and all purposes not inconsistent with the easements hereby granted, including, but not limited to, the right to construct, maintain, operate, repair, renew and use:

> First. Railroad tracks, roadbeds, embankments, fills, excavations, bridges, tunnels, buildings, structures, communication and signal wires and supporting poles and other railroad facilities, whether of a similar or dissimilar nature, within, upon, along and across any or all of the areas described in paragraphs (a) Second and Third of this section and represented by green color and by pink lines on map Exhibit A, being the areas upon which the Railroads grant the State easements for highway slopes and for culverts and catch basins as aforesaid.

Second. Communication, signal and other wires above or below the surface of the highway within Parcels Nos. 1 and 2 above described in paragraph (a) First of this section; provided that if said wires shall be located above the surface of the highway, they shall be constructed and maintained with sufficient clearance to avoid interference with normal highway traffic.

(g) The State, without expense whatsoever to the Railroads, shall acquire all such property outside of the Railroads' right of way as may be necessary for the construction and maintenance of the highway and its appurtenances.

(h) The State shall and will assume, bear and pay all taxes and assessments of whatsoever kind or nature, whether general, local or special, hereafter during the term of this agreement levied or assessed upon or against the property described in Section 1 of this agreement, excepting taxes levied upon and against said property as a component part of the Railroads' operating property in the State of Oregon as a whole.

(i) The State at its own expense shall and will obtain any and all public authority necessary for the lawful performance of the work contemplated by this agreement.

Section 2. CONSTRUCTION OF HIGHWAY.

(a) The State, at its own expense and without expense whatsoever to the Railroads, shall and will furnish all labor, material and equipment necessary for the construction of and construct and complete the highway and all appurtenances thereof (including said culverts and catch basins) with reasonable diligence and in any event within two (2) years from the date of this agreement.

(b) The highway construction work to be performed by and at the expense of the State shall include besides the highway and slopes thereof, but not by way of limitation: necessary and proper fences and barriers between the highway and the tracks of the Railroads, including guard fences or barriers of suitable design and size, adequate to confine highway traffic; necessary and proper facilities for drainage of the highway and disposal of such drainage so that water will not accumulate between the highway and railroad roadbed or elsewhere where such water might cause damage to the railroad.

(c) All construction work to be performed by the State as provided in this section (whether within or outside of railroad property) shall be completed in a safe, stable and permanent condition so as not to jeopardize or interfere with present or future railroad operations.

(d) No public highway crossings at grade shall be established upon or across the tracks or right of way of the Railroads.

Section 3. MAINTENANCE. The State at its own expense shall and will at all times keep and maintain the highway and all appurtenances thereof (whether within or outside of railroad property), including, but not limited to, those mentioned in Section 2(b) of this agreement and including the culverts and catch basins to be constructed by the State, all in good condition and repair so as not to jeopardize or interfere with present or future railroad operations. Said culverts and catch basins within railroad property shall be maintained by the State in a manner satisfactory to the Railroads.

Section 4. WORK TO BE DONE BY RAILROADS.

(a) The Railroads may make any and all changes, alterations or relocations, whether temporary or permanent, which in their judgment may be or become necessary because of construction and maintenance by the State of the highway and appurtenances, and the State will reimburse the Railroads for the expense of so doing. Such reimbursement shall include all items of expense reimbursable under United States Public Roads Administration General Memorandum No. 299 and amendments and supplements thereto, and bills for such reimbursement shall be paid in the manner and at the times provided therein.

(b) Without limiting the generality of the foregoing, the work to be done by the Railroads during the highway construction period (subject to reimbursement as aforesaid) shall include the following:

(1) Furnish such engineering, inspection, flagman and watchman service as in the opinion of the Railroads may be necessary to protect their property and operations during the progress of any and all work by the State covered by this agreement.

(2) Furnish necessary labor and material for removing and restoring communication lines and patrolling signal lines.

(3) Furnish necessary labor and material for removing and restoring right-of-way fences.

Attached to this agreement, marked "Exhibit B" and by this reference made a part hereof, is a statement showing the estimated cost of the work described in this paragraph (b) and an estimate of the salvage credit incidental thereto.

(c) In the event any inspector or inspectors are assigned to the project by the Railroads, all suggestions and recommendations made by such inspector or inspectors for the safety and protection of railroad property and operations shall be given due consideration by the State; but the presence of such inspector or inspectors shall not relieve the State from responsibility for the safe conduct of said work and adequate policing and supervision thereof.

Section 5. PRESENT AND FUTURE FACILITIES.

(a) Said highway and appurtenances shall be so constructed and maintained as not to prevent or interfere with future development of the Railroads' facilities as shown by map Exhibit A; and in making any future alterations or improvements of said highway and appurtenances the State shall and will take cognizance of plans for future development of the Railroads' facilities and of the necessities of the Railroads therefor, and make such alterations and improvements accordingly, without expense to the Railroads, their successors, assigns or lessees.

(b) The State hereby grants the Railroads, their successors, assigns and lessees, a perpetual easement to use and occupy for any and all railroad purposes or purposes incidental thereto, any and all public lands of the State of Oregon, if any (including any and all shore lands of the Columbia River, if any) located between the east line of Section 11, Township 2 North, Range 12 East of Willamette Meridian, and the east and west quarter section line of Section 29, Township 2 North, Range 13 East of Willamette Meridian, in Wasco County, Oregon, that lie within the boundaries of the right of way and other property now owned by the Railroads, including such property and right of way as shown by the current right-of-way and other property maps of the Railroads. Nothing herein contained shall be construed as an admission by the Railroads or either of them that the State of Oregon or the State Highway Commission of Oregon has any right, title, estate or interest in or to any of the property or right of way now owned by the Railroads indicated as aforesaid, or any part thereof, nor that said right of way or other property or any part thereof now owned by the Railroads constitutes public lands or shore lands. This paragraph is intended and shall operate as a present grant of the easements herein referred to, but nevertheless the State shall as and when requested by the Railroads so to do, make, execute, acknowledge and deliver to the Railroads such other and further instruments in writing as the Railroads may require for the better description and identification of the properties upon which the easements referred to in this paragraph are granted.

(c) In order to accommodate the Railroads' general plan for future development, approximately indicated on Exhibit A as "Proposed Railroad Revision", and construction of future tracks as indicated on said map, and/or maintenance, improvement or enlargement of railroad facilities, the State hereby covenants and agrees, subject to the terms, provisions and conditions in this paragraph contained, to grant to the Railroads, their successors, assigns and lessees, promptly upon request therefor, perpetual easements to use and occupy for any and all railroad purposes any and all land now owned or hereafter acquired by the State Highway Commission of Oregon south of the Railroads' right of way as now located, between the points mentioned in paragraph (b) of this section, together with easement for the Railroads, their successors, assigns and lessees, to construct and maintain slopes, fills and embankments. This agreement and undertaking on the part of the State shall be and is subject to the following terms, provisions and conditions:

First. Said easements shall be granted by written instruments in form and substance satisfactory to the Railroads, duly executed, acknowledged and delivered by the State, and shall be such as to vest in the Railroads, their successors, assigns and lessees, in respect to the lands described therein, the right to use same for the purposes hereinbefore in this paragraph stated.

Second. Said easements shall be executed in consideration of the benefits inuring to the State under this agreement and without cost, expense or charge to the Railroads, their successors, assigns or lessees, excepting that if the Railroads elect to acquire from the State under this paragraph easements on any property of the State outside of areas actually occupied by said highway or slopes or embankments thereof, then the Railroads as to such property outside of the highway, slope and/or embankment areas, will upon conveyance of such easements pay to the State Highway Commission the actual cost to the latter, without interest, of acquiring such property outside of said highway, slope and/or embankment areas; but the obligation to make such payments shall not apply to or include any lands now owned or hereafter acquired by the State Highway Commission of Oregon from the State of Oregon.

Section 6. SAFETY MEASURES. All work of the State contemplated by this agreement (whether within or outside of railroad property) shall be performed and accomplished without interruption to or delay of operations of the Railroads or any other party or parties lawfully occupying railroad property, and without interruption to or delay of continuous railroad traffic. It is understood and recognized that safety and continuity of railroad operations and communications are of the utmost importance, and in order that same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the State (whether within or outside of railroad property) that:

(a) Neither the State nor its contractors or subcontractors shall do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay the maintenance or operation of the Railroads' tracks or facilities or any communication lines or appurtenances of any thereof.

(b) The State, at its own expense, shall adequately police and supervise all work to be performed by it or its contractors and subcontractors; shall regulate the conduct thereof in such manner that the prosecution thereof will not endanger, interfere with, hinder or delay the operations of the Railroads or other parties lawfully occupying railroad property, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroads or such other parties may be responsible, or to property of the Railroads or such other parties.

(c) If at any time the Railroads and the Chief Engineer of the Oregon State Highway Commission, or the Railroads' representative and said Chief Engineer's representative, shall be of the opinion that any work contemplated by this agreement is being or is about to be done or prosecuted without due regard and precaution for safety and security, the State shall cause such work to be suspended until suitable, adequate and proper protective measures are adopted and provided.

(d) The State shall not suffer or permit debris incidental to the construction or maintenance of the highway to foul the drainage ditches, ballast or roadbed of the Railroads, and if such debris is cast thereon, the State shall immediately remove same at its own expense.

(e) The State, its contractors or subcontractors, shall not place or discharge explosives upon railroad property or in such close proximity thereto as to cause injury or damage to facilities or operations thereon. If the State or its contractors or subcontractors use any explosives in the vicinity of railroad property or operations, the said explosives shall be discharged only after the giving of adequate notice to the Railroads and at such times as will not endanger railroad property and operations. Without limiting the foregoing, it is agreed that the State, its contractors or subcontractors, shall not discharge any explosives in the vicinity of the railroad tracks at any time when in the judgment of the Railroads such discharge would be dangerous or would interfere with railroad operation; and with respect to any blasting in the vicinity of the railroad tracks the State, at its own expense, shall take all measures and precautions necessary to guard and protect railroad and communication facilities against danger of damage, destruction or interference.

(f) The State shall not place any combustible material upon or about the premises of the Railroads, nor erect any structure thereon (except as herein provided), nor cause or permit the view along the tracks of the Railroads to be obstructed.

(g) If the State, its contractors or subcontractors, shall find it necessary to excavate from existing slopes adjacent to the tracks of the Railroads or to create new slopes in the performance of any work contemplated hereby, the State, its contractors or subcontractors, shall so excavate from existing slopes and construct new slopes that the pitch of same shall not be excessive, nor create undue hazards of slides or falling rock, nor impair or endanger the clearance between said existing or new slopes and the tracks of the Railroads.

(h) The State, its contractors or subcontractors, shall not cast any earth, rock, debris or other material or thing from said highway upon the property of the Railroads. The right of the Railroads to protect their tracks, property and facilities against slides of earth, rock or other material from the highway or resulting from the presence of the highway in the location aforesaid, and to remove such earth, rock or other material at the expense of the State, is hereby recognized. In such event the State, at its own expense, will take all action necessary to protect and preserve its highway from further slides and shall not hold the Railroads responsible therefor.

(i) The State, at its own expense, shall provide suitable facilities for draining said highway, and shall not suffer or permit drainage water from the same to flow or collect upon property of the Railroads.

(j) Before commencing work of construction or maintenance on the highway or appurtenances thereof, the State or those acting under its authority shall give reasonable notice of the time when such work shall commence, to the Superintendent of the Railroads, and shall cooperate with the Railroads in every reasonable way for the adequate protection of railroad facilities and operations during the progress of the work.

Section 7. INJURY AND DAMAGE.

(a) The State will reimburse the Railroads as part of the expense of the work contemplated by this agreement, for any expense incurred by the Railroads because of: (1) injury to or death of their officers, agents, employees, passengers or others, or (2) damage to or destruction of their property or property in their custody or other property, caused by any act or omission of the State or of its contractors, subcontractors, agents or employees, in the performance of any work contemplated by this agreement.

(b) If the State or its contractors, subcontractors, agents, servants or employees, shall in the performance of any work contemplated by this agreement, injure, damage or destroy any property of the Railroads or of any other corporation, person or firm lawfully occupying property of the Railroads, the State shall restore or replace such damage at its own cost and expense.

Section 8. INSURANCE.

(a) Before work is commenced on the highway project, the State without expense to the Railroads shall furnish and deliver to the Railroads, or shall require each of its contractors to furnish and deliver to the Railroads, a public liability and property damage insurance policy or policies in favor of the Railroads; and the State without expense to the Railroads, at all times during the progress of and until final completion of the highway project, shall keep and maintain, or cause its contractors to keep and maintain, such policy or policies in full force and effect.

(b) Said public liability insurance shall provide for a limit of not less than Two Hundred Thousand Dollars ($200,000) for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total limit of Four Hundred Thousand Dollars ($400,000) for all damages arising out of bodily injuries to or death of more than one person in any one occurrence. Said property damage insurance shall provide for a limit of not less than Two Hundred Thousand Dollars ($200,000) for all damages arising out of injury to or destruction of property in any one occurrence and, subject to that limit, a total (or aggregate) limit of Four Hundred Thousand Dollars ($400,000) for all damages arising out of injury to or destruction of property during the period of work.

(c) The terms "person" or "persons" as herein used shall include employees and passengers of the Railroads as well as other persons, and the term "property" as herein used shall include as well as other property, property owned by and property in the care, custody or control of the Railroads.

(d) Each such insurance policy shall be issued by a reliable insurer authorized to do business in the State of Oregon and satisfactory to the Railroads, and each such policy shall be in form and substance satisfactory to the Railroads. Said policy or policies shall be delivered to and remain in the possession of the Railroads.

(e) With respect to the work to be performed by the Railroads as herein provided, the Railroads shall have the right to obtain, at the expense of the State, insurance protection similar to that provided for in Federal Works Program General Memorandum No. 32 dated January 27, 1937.

Section 9. DISTURBANCE OF STABILITY. As a material consideration for this agreement, the State agrees that it will not do or cause to be done in the performance of any work contemplated hereby, anything which will or may disturb the stability of any area so as to affect adversely the tracks or facilities of the Railroads, and that if such stability shall be disturbed through the activity of the State or its contractors or others acting under its authority, the State shall assume full responsibility therefor and all expense resulting therefrom, and shall indemnify and hold harmless the Railroads and any other corporation, person or firm lawfully occupying their property, from and against any and all loss, cost, damage, expense and liability resulting therefrom.

Section 10. DEFAULT. If the State shall fail, refuse or neglect to do, keep, observe and perform each and all of the terms, provisions, conditions and covenants of this agreement, the Railroads in addition to any other rights and remedies they may have, may perform any work which in the judgment of the Railroads is necessary to place said Highway, slopes and appurtenances in such condition as will not menace, endanger or interfere with railroad facilities or operations or jeopardize railroad passengers or employees; and the State will reimburse the Railroads for the expense thereof.

Section 11. NO PERSONAL LIABILITY. Nothing contained in this agreement shall ever be held to impose any personal financial responsibility upon any member of the Oregon State Highway Commission, or their officers, agents or employees.

Section 12. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein stated.

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY,
UNION PACIFIC RAILROAD COMPANY

Attest:

Assistant Secretary

By
President

STATE OF OREGON, by and through
its State Highway Commission

By
Chairman

By
Commissioner

Attest:

By
Commissioner

Secretary

APPROVED AS TO FORM:

Chief Counsel

Asst. Counsel

EXHIBIT "B"

Estimated cost of work to be performed by Union Pacific Railroad Company on the Rowena-Chenoweth Section of Columbia River Highway:

1.	Furnish such engineering, inspection, flagman and watchman service as in the opinion of the Railroad may be necessary to protect its property and operations	$15,230.
2.	Furnish labor and material for removing and restoring communication line and patrolling signal lines	21,690.
3.	Furnish labor and material for removing and restoring right-of-way fences	1,030.
	Total Cost	$37,950.
	Credit for Estimated Salvage	1,000.
	Net Cost	$36,950.

S-53(4) Middle Unit, Princeton-Folly- 1953
farm Sec., Rome-Princeton Hwy.
#3857

RECEIVED
APR 6 1955
FOR FILING

S-53 (4)

April 6, 1955

Mr. Charles E. Boardman
Attorney-At-Law
U. S. National Bank Building
Bend, Oregon

Dear Mr. Boardman:

Just received is your letter of April 5, concerning the claim of C. V. Bells against LeRoy Grote for services rendered in connection with state highway work on which Mr. Grote was engaged in the vicinity of Burns, Oregon.

I have checked our records, and find that the State Highway Commission at no time entered into a contract with Mr. Grote to perform work near Burns; however, I do find that he was a subcontractor under Diamond Tractor and Equipment Company, to whom the Highway Commission awarded a contract for grading and surfacing the Middle Unit of the Princeton-Follyfarm Section of the Rome-Princeton Secondary Highway in Harney County, which is State Highway Contract No. 3857. The Highway Commission does not recognize subcontractors, but holds the prime contractor responsible for the satisfactory completion of the project and payment of claims that arise in connection therewith.

Our records also disclose this project was completed by the Diamond Tractor and Equipment Company on June 1, 1954, and that it was formally accepted by the Highway Commission on June 23, 1954. A warrant covering final payment for the work performed was mailed to the contractor, Diamond Tractor and Equipment Company, on December 6, 1954. Whether or not Mr. Grote has received payment from the Diamond Tractor and Equipment Company for his services is something that I can't tell you anything about.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

CHARLES E. BOARDMAN
ATTORNEY-AT-LAW
U. S. NATIONAL BANK BUILDING
BEND, OREGON

April 5, 1955

State Highway Department
Salem, Oregon

Gentlemen

LeRoy Grote gravel contract
near Burns, Oregon.

In an action here filed between Mr. C. V. Bells of Redmond and LeRoy Grote of Redmond and Salem, the defence is interposed that the amount is not due because it was not to become due until this job was paid for by the State Highway Department.

I think the fact was that after the work was done, Grote come to Bells and said that he was getting some money from the State Highway Commission on a gravelling job near Burns that was to be completed that fall (probably 1953), and that Bells said that would be O. K.

The facts in controversy now will be WHY the job has not been paid for and **WHEN** it was actually supposed to be completed.

To obviate the necessity of subpeoning your men for the trial will you, in light of the subject of inquiry above, please put us straight on the matter.

We thing that if Grote was to complete his specifications and has not been paid for failure or any reason NOT CONTEMPLATED AT THE TIME because they did not literally agree that it would not be paid until you paid them. Since it might never be paid, it was only to approximate the time of payment.

Very truly

Charles E Boardman
Charles E. Boardman

[illegible] 6-1-54 – accepted 6-23-54
[illegible] 1/12/55

ANSWERED
H. B. GLAISYER

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF DESCHUTES

C. V. WELLS,
Plaintiff
-vs-
LEROY GROTE,
Defendant

A N S W E R

* * * * * * * * * * * * * * * * * * * *

COMES NOW the Defendant and for answer to Plaintiff's Complaint, admits, denies, and alleges as follows:

I.

Denies each and every allegation in said Complaint contained and the whole thereof.

AND FOR A FURTHER AND SEPARATE ANSWER AND DEFENSE, DEFENDANT ALLEGES:

I.

That between June of 1952 and March of 1953, Plaintiff performed certain services for the Defendant, the exact amount and reasonable value thereof being unknown to the Defendant.

II.

That the Plaintiff agreed to wait for his payment for said services

Ruth Rawlings

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF DESCHUTES

C. V. BELLS, Plaintiff	}	
-vs-	}	ANSWER
LEROY GROTE, Defendant	}	

* * * * * * * * * * * * * * * * * * * *

COMES NOW the Defendant and for answer to Plaintiff's Complaint, admits, denies, and alleges as follows:

I.

Denies each and every allegation in said Complaint contained and the whole thereof.

AND FOR A FURTHER AND SEPARATE ANSWER AND DEFENSE, DEFENDANT ALLEGES:

I.

That between June of 1952 and March of 1953, Plaintiff performed certain services for the Defendant, the exact amount and reasonable value thereof being unknown to the Defendant.

II.

That the Plaintiff agreed to wait for his payment for said services until the Defendant had completed a State Highway Contract near Burns, Oregon and had received his money from said Contract.

III.

That said action was brought prior to the time Defendant received said money from said Highway Department for said job and is therefore premature.

AND FOR A FURTHER AND SEPARATE ANSWER AND SECOND DEFENSE TO PLAINTIFF'S COMPLAINT, DEFENDANT ADMITS, DENIES, AND ALLEGES AS FOLLOWS:

I.

That at the time the Defendant left certain work for the Plaintiff to perform upon the machinery and equipment of the Defendant, Plaintiff's shop had little activity and by reason of the fact that Defendant was not to pay Plaintiff immediately upon completion of his work, but was to pay

Plaintiff when he, the Defendant, received his money from the State Highway Commission, Plaintiff took certain liberties about making charges to the Defendant for services performed. Defendant is informed and believes and therefore alleges that during said winter period of 1952 - 1953 and the Spring of said year 1953, Plaintiff charged the Defendant for the bulk of his overhead during said period, although Plaintiff had many other jobs and performed other services where the charge was not made against the true overhead of the Plaintiff.

II.

That the sum of$150.00 is a reasonable sum to be allowed the Defendant as an attorney's fee in this action.

WHEREFORE, Defendant prays that Plaintiff take nothing by his Complaint.

That Plaintiff's action abate as having been prematurely brought.

That Defendant recover the sum of $150.00 attorney's fees and his costs and disbursements herein.

/S/ [illegible], Goodrich, Foley, & Gray

Attorneys for Defendant

Ruth Rawlings

8

S-53 (4)

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 1, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3357	11-Final	Diamond Tractor & Equipment Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24060	R-109362	$ 7,752.[illegible]	12/1/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Sep. 30, 1953

Time Extensions: to July 31, 1954

Completion Date: June 1, 1954

Date Accepted: June 23, 1954

Penalties: None of record

Claims: None outstanding of record

Remarks:

Date: 12-2-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

12-6-54, 9

Warrant Mailed: DEC 6 [illegible]
Ruth Rawlings

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NOV 15 1954
FOR FILING

S-53(4)
3857

November 15, 1954

Massachusetts Bonding & Insurance Co.
C. M. Pratt, Manager
Portland Branch Office
Lumbermens Bldg.
Portland 4, Oregon

Gentlemen:

State highway contract No. 3857 for work performed on the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway in Harney County was completed by the contractor, Diamond Tractor & Equipment Co., on June 1, 1954 and was formally accepted by the Highway Commission June 23, 1954.

Final payment in the amount of $7,752.92 will be released to the contractor on or after November 26, 1954. The total contract amount is $259,454.12, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD

11-15-54

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NOV 4 1954
FOR FILING

S-53 (4)
3857

Mrs Lewis

November 3, 1954

Diamond Tractor & Equipment Company
4000 NE Columbia Blvd.,
Portland 11, Oregon

ATTENTION: Basil A. Tunison

Dear Sir:

This is to acknowledge your letter of October 28th to which was attached a statement from the Russell Olson Construction Company and a statement from the Cinder Hill Company, to the effect that all bills incurred by them as sub-contractors on contract No. 3857 have been paid.

We have checked with the Office Engineer and were advised that form PR-47-A concerning materials and employment must be submitted by your Company before final payment can be made.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

noted, gl

WEbster 2197 Res. MUrdock 6997

DIAMOND TRACTOR and EQUIPMENT Co.

CONSTRUCTION - SALES - RENTALS

4000 N. E. COLUMBIA BLVD. PORTLAND 11, ORE.

October 28, 1954

REFERRED TO
Smith
C. H. MAISON, Auditor

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

In regards to contract #3857, we are enclosing two sworn statements as to bills by Russell Olsen Construction Company and Cinder Hill Company who are sub-contractors. Statements state that all bills are paid in full. Will you please advise me at once if there is any other papers you need to get out final payments on this contract.

Very truly yours,

Basil A. Tunison
Basil A. Tunison

Form PR-47-A, Statement of Materials + Employment, not yet received. [illegible]

BAT/ww

REFERRED TO
[illegible]
BY SECRETARY
[illegible]

STATE OF OREGON)
) ss
COUNTY OF UMATILLA)

I, Percy E. Jellum, Manager for RUSSELL OLSON CONSTRUCTION COMPANY, do depose and say that all Purchases of Materials and Supplies and Bills incurred by RUSSELL OLSON CONSTRUCTION COMPANY for use on the Princeton-Follyfarm Road Project, Oregon State Highway Commission Contract No. 3857 have been paid in full and that no further charges for materials, supplies and repairs will be billed against the above listed Contract No. 3357.

Percy E. Jellum
Percy E. Jellum; Manager

Sworn to before me this 23 day of September, 1954.

Notary Public for Oregon

My Commission Expires Jan 14, 1957

PRINEVILLE REDMOND MADRAS

CINDER HILL

[redacted] COMPANY

LEROY E. GROTE [redacted]

CRUSHED RED CINDERS • CRUSHED QUARRY ROCK • ROAD MATERIALS

PRINEVILLE OFFICE 5156
PRINEVILLE, OREGON

PHONE 40R1
REDMOND, OREGON

STATE OF OREGON)
) ss
COUNTY OF [illegible])

I, Leroy E. Grote, Owner of Cinder Hill Company, do depose and say that all purchases of material and supplies and bills incurred by CINDER HILL COMPANY for use on the Princeton-[illegible] Road Project, Oregon State Highway Commission Contract No. 3957 have been paid in full and that no further charges for materials, supplies and repairs will be billed against the above listed Contract No. 3957

Leroy E. Grote
Leroy E. Grote, Owner

Sworn to before me this 15th day of October, 1954

Notary Public for Oregon

My Commission Expires 7-22-55

SWI

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OCT 26 1954
FOR FILING

3857

5278

Salem, Oregon
October 21, 1954

Mr. C. W. Enfield
Chief Counsel

Attention: Mr. O. E. McAdams, Jr.

In reply to your letter of August 3, 1954, you will find attached descriptions and sketches of the segments of the old right of way to be retained by the State for public use in connection with the relocation of the Middle Unit, Princeton-Follyfarm Section of the Crane-Coates Butte (formerly Rome-Princeton) State Secondary Highway No. 442 in Harney County.

W. C. Williams
Deputy State Highway Engineer

ORP:mm

cc: J. W. Cattrall
Forrest Cooper

ASSIGNMENT

Date: **August 16, 1954** No. 5-18 By wcw

Description: **Letter of August 5 by Mr. McAdams regarding Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway, Harney County. File (5) attached. Letter particularly concerns problem arising in abandonment of units of old highway abutting on an access-controlled highway.**

Acknowledged by_____ Referred to **Smith** ✓

- ☒ Investigate and report with recommendation
- ☐ Such action as necessary and report
- ☐ Comment or recommendation
- ☐ Return with rough draft of reply
- ☐ Prepare reply for signature of Mr.________
- ☐ Contact correspondent and report

- -

- -

- -

- -

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 10-25-54 Report Received__________
mc

FORM E-20 25M 9-51 52319

PLEASE RETURN TO
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Aug. 5, 1954

SUBJECT: Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway, ~~Wallowa~~ County
Harney

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

L

Dear Mr. Williams:

Attached hereto, is the file for the abandonment resolution covering the highway referred to above. This resolution has again brought further study of the problem arising in the abandonment of units of an old highway abutting on an access-controlled highway.

No adequate solution of our present problem of protecting the access-controlled highway at the places where the old highway intersects the new is presently available. Full protection can only be acquired by purchasing our rights. In this respect, I request that whenever possible, in all future construction where it becomes apparent from the relocation and design of the relocated highway that units or segments of the old highway will be abandoned, and it is known that such units or segments are not necessary to serve any community or person living thereon and can therefore be abandoned to abutting owner, the Legal and Right of Way Department be immediately advised of this possibility and the extent of the units or segments that can be so abandoned. Our agents can then acquire by negotiation the access rights which may be acquired by the landowner in the abandonment of such units or segments.

In the present resolution, as well as in all instances where it is not possible to make a determination prior to negotiation, I recommend that a segment of the old highway adjacent to the intersection of the relocated access-controlled highway be preserved for a future public use. Under ORS 366.300, I do not believe it is necessary to specify the public use for which this segment is being retained, though it must be clear that it is not being retained as a part of the relocated access-controlled right of way. When so advised, I will have all such abandonment resolutions drafted to explicitly set forth this fact.

This procedure will assist us in protecting the access-controlled highway, and is, as previously stated, the best available solution outside of outright purchase. In line with the procedure of protecting access-controlled highways, I recommend that no agreement be entered into with a county which provides for the abandonment of the old highway to the county and authorizes the county to retain the same for a county road or abandon to abutting property owners.

I am sure the county will not protect the access features of the access-controlled highways, and I feel that we should first determine whether the units or segments to be abandoned should be used for a county road or abandoned to the abutting owners, and upon such determination, to protect the interests of the State as they then appear. May I therefore request that you obtain descriptions of such units or segments of the old highway aforementioned, which abut upon the relocated access-controlled highway, and return the file with said descriptions to the Legal Department.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By O. E. McAdams Jr.
O. E. McADAMS, JR.
Assistant Attorney

OEMcA:FRC

cc- Mr. R. H. Baldock
Mr. W. W. Stiffler
County & City Relations
Mr. R. L. Porter

RECEIVED
AUG 9 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 30 1954
FOR FILING

August 27, 1954

Massachusetts Bonding & Insurance Co.,
C. M. Pratt, Manager
Portland Branch Office
Lumbermens Bldg.,
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to the Diamond Tractor & Equipment Company on contract No. 3657, covering grading and surfacing on the Middle Unit, Princeton-Wollyfarm Section of the Rome-Princeton Secondary Highway in Harney County.

This payment, in the amount of $682.62 will be released to contractor on or after September 7, 1954. The retained percentage is $7,784.57.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

NOTED ON CARD

RECEIVED
AUG 5 - 1954
FOR FILING

5-53(4)

3-1

July 30, 1954

Mr. C. M. Pratt, Manager
Massachusetts Bonding & Insurance Co.
Portland Branch Office
Lumbermens Building
Portland 4, Oregon

Dear Sir:

We have today received a copy of a letter addressed to the Secretary of State by J. L. McCulloch & Sons in which they write as follows:

"This is to advise you that the claim we filed with you in January 1954 in the amount of $2,275.69 against the bond taken from the Diamond Tractor & Equipment Company has been satisfied in full."

The claim pertains to State Highway Contract No. 3857, awarded to Diamond Tractor and Equipment Company for work on the Middle Unit-Princeton Follyfarm Section of the Rome-Princeton Secondary Highway in Harney County. We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm

cc: Diamond Tractor & Equipment Co.
4000 N. E. Columbia Blvd.
Portland, Oregon

POSTED ON CARD
7-30-54

RECEIVED
AUG 5 - 1954
FOR FILING

5-53 (4)

3[illegible]7

Irwin

July 30, 1954

J. L. McCulloch & Sons
Broadway and Monroe
Burns, Oregon

Attention: Forrest E. Payne

Gentlemen:

Thank you for your letter of July 27 stating that your claim against Diamond Tractor and Equipment Company has been paid in full.

The claim that we have recorded against Contract No. 3857 was in the sum of $2,275.69.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm

NOTED ON CARD
7-30-54

RECEIVED
AUG 5 - 1954
FOR FILING

S-53 (4)

3[illegible]

Lewis

July 30, 1954

J. L. McCulloch & Sons
Broadway and Monroe
Burns, Oregon

Attention: Forrest E. Payne

Gentlemen:

Thank you for your letter of July 27 stating that your claim against Diamond Tractor and Equipment Company has been paid in full.

The claim that we have recorded against Contract No. 3857 was in the sum of $2,275.69.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm

NOTED ON CARD
7-30-54

RECEIVED
AUG 5 - 1954
FOR FILING

5-53 (4)

3857

July 30, 1954

Hon. Earl T. Newbry
Secretary of State
CAPITOL

Attention: Geo. C. Stephens

Dear Sir:

Thank you for your letter of July 29, attaching a copy of a letter from J. L. McCulloch & Sons advising that their claim against Diamond Tractor and Equipment Company; our contract No. 3857, has been paid in full.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm

NOTED ON CARD
7-30-54

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

July 29, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are enclosing a copy of a letter received from J. L. McCulloch & Sons advising that the claim filed here in January has been satisfied, our file No. 2436.

This copy is for your information and files.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo A Stephens
Clerk
Records Division

NF:M
Enc.

RECEIVED
JUL 30 1954
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
7-29-54

COPY

J. L. McCULLOCH & SONS

Broadway and Monroe • Telephone 4021
•
BURNS, OREGON

FACTORY
APPROVED
SERVICE
•
COMPLETE
LUBRICATION
SERVICE
•
WASHING
PAINTING
REPAIRING
RECONDITIONING
•
BRAKE TESTING
BRAKE LINING
FENDER REPAIRS
BODY WORK
•
IGNITION
STARTER
GENERATOR
BATTERIES
ALL ELECTRICAL
SERVICE
•
TIRES & TUBES
SALES
AND
SERVICE

PARTS
MoPar
ACCESSORIES

27 July 1954.

Earl T. Newbry,
Secretary of State,
Salem, Oregon.

Re: Your File #3436.

Dear Sir:

This is to advise you that the claim we filed with you in January 1954 in the amount of $2,275.69 against the bond taken from the Diamond Tractor & Equipment Company has been satisfied in full.

Yours very truly,

J. L. McCulloch & Sons.

By Forrest E. Payne

SECRETARY OF STATE
RECEIVED
JUL 29 1954
EARL T. NEWBRY

J. L. McCULLOCH & SONS
Broadway and Monroe • Telephone 4021
BURNS, OREGON

FACTORY APPROVED SERVICE
•
COMPLETE LUBRICATION SERVICE
•
WASHING
PAINTING
REPAIRING
RECONDITIONING
•
BRAKE TESTING
BRAKE LINING
FENDER REPAIRS
BODY WORK
•
IGNITION
STARTER
GENERATOR
BATTERIES
ALL ELECTRICAL SERVICE
•
TIRES & TUBES
SALES
AND
SERVICE

27 July 1954.

Oregon State Highway Department,
Salem, Oregon.

Gentlemen:

This is advise you that the claim that we filed with the Secretary of State last December against State Highway Contract No. 3857 was paid in full a couple of days ago. This claim was against the Diamond Tractor & Equipment Co..

Yours very truly,

J. L. McCulloch & Sons.

By: Forrest E. Payne

REFERRED TO [illegible]
BY SECRETARY

RECEIVED
JUL 29 1954
OREGON
STATE HIGHWAY COMMISSION

[illegible]

Form E-1—10[illegible]—11-51

5- [illegible] (11)
1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 19, 1954

Section Middle Unit, Princeton-Follyfarm

Kind of work Grading and Oil Mat Surfacing

Highway Rome-Princeton

Section prefix 113-1029 S- 53 (4)

Contractor Diamond Tractor and Equipment Co.

Contract number 3857

Date of contract February 10, 1953

Date of completion July 31, 1954

Date work started February 23, 1953

Estimated date of completion June 10, 1954

Amount of contract $274,720.05

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $274,720.05

Per cent of contract completed, based on total contract price %

Engineering cost to date $22,700, %

Date project was completed June 1, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

One man on Final records 2 days this week.

NOTED

NOTED
B. A. MARTIN

Signed Alvin J. Wallace

Address Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

RECEIVED
JUN 1 1 1954
FOR FILING

S-53(4)

3857

June 9, 1954

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 1, 1954 on Contract No. 3857, Middle Unit, Princeton-Follyfarm Section, in Harney County, in connection with Federal Aid Project No. S-53 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:tp
c.c.: John Cottrell

RECEIVED
JUN 21 1954
FOR FILING

[illegible]

3857

June 18, 1954

Mr. Clarence M. Pratt, Manager
Massachusetts Bonding and Insurance Company
Lumbermen's Building
Portland 4, Oregon

Dear Mr. Pratt:

Reference is made to your letter of June 15, 1954, regarding the status of State Highway Contract No. 3857, awarded to Diamond Tractor and Equipment Co. for grading and surfacing the Middle Unit of the Princeton-Follyfarm Section of the Rome-Princeton Highway. You mention the claim of J. L. McCulloch & Sons, amounting to $2,275.69 for merchandise and repairs furnished subcontractor Leroy E. Grote. According to your records, that is the only claim outstanding against this job.

I have checked with our Construction Engineer's office, and I find that all work in connection with the job was completed on June 1, 1954. The Highway Commission has not as yet formally accepted the contract, and we will not be in a position to affect final payment for work accomplished until that is done, and the claim of J. L. McCulloch & Sons is satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

MASSACHUSETTS BONDING AND INSURANCE COMPANY
HOME OFFICE, BOSTON 9, MASSACHUSETTS

BRANCH OFFICE
CLARENCE M. PRATT, MANAGER
LUMBERMEN'S BUILDING
TELEPHONE: BROADWAY 2526

PORTLAND 4, OREGON

June 15, 1954.

Oregon State Highway Department
Salem, Oregon

ANSWERED
H. B. GLAISYER

Att: Mr. H.B. Glaisyer

Re; Our Bond No: C-745388
Diamond Tractor and
Equipment Company
State of Oregon Contract
No: 3857

Gentlemen:

We have for acknowledgement your letter of June 15, 1954 advising as to the intention of the State Highway Commission to release to the above captioned principal the amount of $39,303.29.

Our records are also marked to indicate that a claim has been filed against the project by J. L. McCulloch of Burns, Oregon in the amount of $2,275.69, which amount is evidently in dispute between our principal and the J. L. McCulloch Co. having to do with material such as gas and oil furnished to a Mr. Grote, a sub-contractor of Diamond Tractor and Equipment Co. which bill also seems to cover repair to the trucks owned by the sub-contractor. It is this later amount for repairs to trucks that seems to be in dispute.

However, upon your Department releasing the amount of money referred to above we presume that the job has been completed but as yet not accepted by your department.

I would appreciate your advising as to whether or not this is substancially correct.

Very truly yours,

C. M. Pratt
Manager

8

CMP:bh

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OR FILING

[illegible] (1)

3857

June 15, 1954

Massachusetts Bonding & Insurance Co.
C. M. Pratt, Manager
Portland Branch Office
Lumbermens Bldg.
Portland 4, Oregon

Dear Sir:

It is the intention of the State Highway Commission to release to the Diamond Tractor & Equipment Co. a portion of the funds heretofore retained by the Commission on contract No. 3857, covering the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway in Harney County.

This payment, in the amount of $39,303.29, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,763.46. The present payment will be released on or after June 25, 1954.

There is a claim filed against this project by J. L. McCulloch for labor and materials in the sum of $2,275.69, of which you have been previously notified.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

6-15-54

RECEIVED
FEB 2 - 1954
FOR FILING

3-53(4)

January 28, 1954

Mr. W. F. Burchwell
Attorney at Law
Burns, Oregon

Dear Sir:

Reference is made to your letter of January 23, 1954, regarding the quantity of water used on the Middle Unit, Princeton-Follyfarm Section in Harney County, Contract No. 3057.

To date we have paid the contractor for 1,867.06 M-Gals. It is anticipated that this contract will be completed in July, 1954, and the above quantity is not necessarily final.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:hp

TELEPHONE 2424

W. F. BARDWELL
ATTORNEY AT LAW
BURNS, OREGON

January 23, 1954

State Highway Commission
Of the State of Oregon
Salem, Oregon

RE: Middle Unit Princeton, Folly Farm
Highway. Contract Number 3857

Dear Sir:

Please advise me as to the number of units of water used under the above numbered contract.

Very truly yours,

W F Bardwell
W. F. Bardwell

WFB:wj

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[illegible]

RECEIVED
JAN [illegible] 1954
FOR FILING

5-53(4)

[illegible]

January 26, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by J. L. McCulloch against Diamond Tractor and Equipment Company on State Highway Contract No. 3857. The claim is for $2,275.69 and bears your file No. 3436.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

1-26-54 [illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 20, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from J. L. McCulloch & Sons, Burns, Oregon and filed as of this date, a notice of claim by J. L. McCulloch for gasoline, diesel, oil and greases, miscellaneous petroleum products, and labor and materials used in maintaining vehicles in the sum of $2,275.69 against the bond taken from the Diamond Equipment Company, Portland, Oregon and furnished by the Massachusetts Bonding & Insurance Company, Portland, Oregon, for the work of construction of highway covered by State Highway contract No. 3857 which highway shall be known as the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Secondary Highway in Harney County.

Our File No. 3436.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

M. McVay
By
Clerk, Notarial Division

NF:K
Enc.

NOTED ON CARD
1-30-54

RECEIVED
JAN 21 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 29 1954
FOR FILING

[illegible]

3857

Lewis 9

January 26, 1954

Massachusetts Bonding & Insurance Co.
847 Dexter Horton Building
Seattle 4, Washington

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by J. L. McCulloch, Burns, Oregon, against Diamond Tractor and Equipment Company on State Highway Contract No. 3857 for grading and surfacing the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway, Harney County. The claim is for gasoline, diesel, oil, greases and miscellaneous labor and materials furnished to the contractor in the sum of $2,275.69.

We provide this information as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md
Attach.

cc - Mr. C. M. Pratt
Lumbermens Building
Portland 4, Oregon

Diamond Tractor & Equipment Co.
4000 N. E. Columbia Boulevard
Portland, Oregon

NOTED ON CARD
1-26-54

18 January 1954.

TO: Secretary of State,
State of Oregon,
Salem, Oregon.

Notice is herby given that the undersigned, J. L. McCulloch, Burns, Oregon, has a claim for gasoline, diesel, oil & greases, miscellaneous petroleum products, and labor & materials used in maintaining vehicles in the sum of $2,2[illegible]5.69 against the bond taken from the Diamond Equipment Company, Portland, Oregon, and furnished by the Massachusetts Bonding & Insurance Company, Portland, Oregon, for the work of construction of highway covered by State Highway contract No. 3857 which highway shall be known as the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Secondary Highway in Harney County.

J. I. MC CULLOCH
J. L. McCulloch
P. O. Box #551
Burns, Oregon

ENDORSED
File No. 3436
Filed-January 20, 1954
EARL T. NEWBRY, Secretary of State

RECEIVED
DEC 30 1953
FOR FILING

2-72(1)

[illegible]

December 30, 1953

Diamond Tractor and Equipment Co.
4000 N.E. Columbia Blvd.
Portland 11, Oregon

Attention: Mr. Basil A. Tunison

Gentlemen:

Reply is made to your letter of December 29, 1953, in which you request the release of a portion of the retained percentage held by the State Highway Department in connection with your contract with the Commission for construction of the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway, State Highway Contract No. 3857.

I have checked with our Office Engineer and have ascertained that the retained percentage is substantially the amount mentioned in your letter, and I have also ascertained that the value of the work yet to be performed by you in connection with this improvement is in excess of $32,000.

T

To do what you ask would be a deviation from the established policy of the State Highway Commission, which policy is strictly adhered to unless there are some unusual circumstances which would justify the release of a portion of the retainage prior to the time that the retainage would be released regularly. It does not appear that an emergency exists in your case, so we have no alternative but to continue to withhold the full amount of the retainage until the job is completed. Were we to release the funds earlier, it would establish a precedence that would be difficult to disregard in passing on similar requests from other contractors.

You are no doubt familiar with our standard practice with regard to releasing retainage to contractors, but for your immediate information, I might say that we retain fifteen per cent of the amount earned by a contractor until the amount retained equals an amount which is seven and one-half per cent of the amount of the contract. The amount of retainage is then held constant until the job is done, when all but three per cent of the moneys earned by the contractor are released to him. The three per cent is retained until the State Highway Commission formally accepts the job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

WEbster 2197 Res. MUrdock 6997

DIAMOND TRACTOR and EQUIPMENT Co.

CONSTRUCTION - SALES - RENTALS

4000 N. E. COLUMBIA BLVD. PORTLAND 11, ORE.

December 29, 1953.

Oregon State Highway Commission
Salem, Oregon.

ATTENTION: Mr. H. B. Glaisyer, Secy.

Gentlemen:

On our highway contract #3857, Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway, we have a holdback credit with you in the amount of $19,716.75, which is approximately 8½% of the total amount of the contract completed to date.

Inasmuch as the work is completed with the exception of the oiling which will not be completed until next year, it is our desire at this time, to withdraw as much of this holdback account as is possible.

Very truly yours

DIAMOND TRACTOR & EQUIPMENT CO.

Basil A. Tunison

BASIL A. TUNISON.

BAT:hb

32,000 [illegible]
[illegible]
[illegible]

RECEIVED
DEC 30 1953
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

RECEIVED
DEC 16 1953
FOR FILING

Lewis

2-8 (1)

3857

December 16, 1953

Massachusetts Bonding & Insurance Co.
Northwest Branch Office
847 Dexter Horton Building
Seattle 4, Washington

Gentlemen:

We have received a letter dated December 14 from J. L. McCulloch and Sons, Broadway and Monroe, Burns, Oregon, advising that LeRoy Grote owes J. L. McCulloch and Sons $1,286.37 and that he also owes J. L. McCulloch $994.30. These claims, they state, are for merchandise, gas, oil and repairs furnished to Mr. Grote as a subcontractor for Diamond Equipment Company on State Highway Contract No. 3857 on the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway in Harney County.

This information is provided as your company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. C. M. Pratt
Lumbermens Building
Portland 4, Oregon

Diamond Tractor & Equipment Co.
4000 N. E. Columbia Boulevard
Portland, Oregon

NOTED ON CARD
12-16-53, gl

RECEIVED
DEC 16 1953
FOR FILING

Lewis

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38-7

December 16, 1953

J. L. McCulloch & Sons
Broadway and Monroe
Burns, Oregon

Attention: Mr. J. L. McCulloch

Gentlemen:

This is to acknowledge your letter of December 14th concerning a claim you have against LeRoy E. Grote, subcontractor under DiamondEquipment Company on State Highway Contract No. 3857. This job is known as the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Secondary Highway in Harney County and is expected to be complete by July 31, 1954.

The Massachusetts Bonding and Insurance Company, Lumbermens Building, Portland 4, Oregon, furnished the performance bond to Diamond Tractor and Equipment Company. This bond assures completion of the contract and payment of bills incurred on it.

The State does not recognize subcontractors but holds the principal contractor liable for their actions. We suggest that you notify the bonding company of your claim. We also will notify them and the contractor that we have received your claim.

The State makes no attempt to determine the validity of claims or to pay the claims direct, but we do withhold payments on the contract until the claims have been settled.

If you feel it necessary to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. We have attached an excerpt from the Oregon Laws outlining the required procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD
12-16-53 S

J. L. McCULLOCH & SONS

Broadway and Monroe • Telephone 4021

BURNS, OREGON

FACTORY APPROVED SERVICE

COMPLETE LUBRICATION SERVICE

WASHING
PAINTING
REPAIRING
RECONDITIONING

BRAKE TESTING
BRAKE LINING
FENDER REPAIRS
BODY WORK

IGNITION
STARTER
GENERATOR
BATTERIES
ALL ELECTRICAL SERVICE

TIRES & TUBES
SALES
AND
SERVICE

CHRYSLER CORPORATION PARTS MOPAR ACCESSORIES PARTS DIVISION PRODUCTS

14 December 1953.

3857

Mr. H. B. Glaisyer, Secy,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

This past summer I was called upon to make deliveries of merchandise such as gas, oil, and repairs to LeRoy E. Grote who was a sub-contractor under the Diamond Equipment Company of Portland, Oregon, who was the prime-contractor on a section of Oregon Highway #78 located between Princeton and Summit Springs. My agreement with Mr. Sackett of Diamond Equipment and Mr. Grote, the sub-contractor was that our bill would be paid on or before the 10th of each month following purchase of merchandise.

LeRoy E. Grote did not keep his agreement and at this time he now owes $1,286.37 to J. L. McCulloch & Sons and he further owes $994.30 to J. L. McCulloch , Wholesale Distributor, both firms being located in Burns, Oregon. Numerous demands have been made to both Mr. Grote, the sub-contractor, and Basil Tunison of Diamond Equipment Company, the prime-contractor, and I now find it necessary to take whatever steps are necessary to force payment of these just accounts.

Will you please advise me the proper steps to take that I may be able to collect these past due accounts. Thanking you for past courtesies, I remain,

Yours very truly,

J. L. McCulloch
J. L. McCulloch

REFERRED TO
[illegible]
BY SECRETARY

Please prepare reply

12-14-53

RECEIVED
FOR FILING

5-63(A)

3857

query
[illegible]

NOTED
F. QUERY

November 30, 1953

Mr. C. L. Wright
Burns, Oregon

Dear Mr. Wright:

Reply is made to your letter of November 24, 1953 concerning your claim against the contractor for construction of the Princeton-Rome Highway.

I presume you have reference to State Highway Contract No. 3857, awarded to Diamond Tractor & Equipment Company of Portland, Oregon, covering the grading and surfacing of the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway in Harney County. That contract was awarded on February 10, 1953, and completion of the work involved was anticipated by September 30, 1953; although that was not accomplished, and the Highway Commission extended the time limit for finishing the job to July 31, 1954.

In the first paragraph of your letter you mention a recently finished section of the Princeton-Rome Highway. Construction of the North Unit of this highway was performed by Koppish Construction Company, Inc. under State Highway Contract No. 3657. That job was completed on August 26, 1952 and was accepted by the Highway Commission on September 22, 1952. Final settlement was made with the contractor on March 18, 1953. I do not believe that is the job you have in mind. Anyway, the Olson Construction Company was not a subcontractor under that job, but they do appear as subcontractor under Contract 3857.

In connection with all State Highway contracts, the successful bidder is required to furnish the State a performance bond to guarantee satisfactory completion of the project and payment of claims arising out of the work involved. Such a bond was furnished by the Diamond Tractor & Equipment Company in connection with Contract No. 3857 for construction of the Middle Unit of this highway section. The bond was written by the Massachusetts Bonding & Insurance Company, for whom C. M. Pratt is local representative with offices in the Lumbermens Building, Portland 4, Oregon. We offer this bond to you for the protection of your claim, and suggest you file notice of your claim with the representative of the bonding company. It is also suggested that you file formal notice of your claim with the Secretary of State in conformity with the provisions of the Oregon Statutes covering such matters, a copy of which I enclose for your ready information.

Our contract with the Diamond Tractor & Equipment Company provides for payment to the contractor for water used for sprinkling purposes on a thousand gallon basis, regardless of the source of the water. The contractor is issued a ticket for each tank of water delivered to the job. There is no way of knowing except through the contractor's records from what source the water was obtained. In the event that you are unable to reach a satisfactory settlement with the contractor in this instance, the suggestion is offered that you resort to legal proceedings.

Please note in the excerpt from the laws which I enclose that a formal filing with the Secretary of State must be made prior to the expiration of the period of six months from date of completion of the project and acceptance of the contract by the State Highway Commission.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

noted.

Burns, Ore.
November 24, 1953

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission
Salem, Ore.

Dear Mr. Glaisyer:

Since I have been unable to get information from your local office regarding records of water furnished by us for this recently finished section of the Princeton-Rome Highway, I am directing my complaint to you. I would like to ask what the procedure should be to collect payment for materials furnished the contractor who evidently intends to make no effort towards a settlement.

Since this job was started last February, I have furnished water, camp grounds, borrow pits, and finally wound up by using our irrigation water to the extent where it caused us more loss on our crops. It was understood that a checker was on the job, and was supposed to keep the water tickets. It now developes that, since they got some water from another source, the amounts were not segregated, which now evidently, provides the contractor with an alibi for not paying. At the start, we attempted to haul the water, but the demand was so erratic that it did not average one load per day over a period of three months. This water that we hauled, we were paid for. The Olsen Company, who did the oiling, and used the largest amount of water, did keep record of water from Sept. 16 to Sept. 29, and that is all of the information we have been able to get.

Any information you will be kind enough to give me will be greatly appreciated.

Yours very truly,

C. L. Wright

RECEIVED
NOV 27 1953
OREGON
STATE HIGHWAY COMMISSION

ANSWERED

ANSWERED
H. B. GLAISYER

JK

PHONE 7041

RECEIVED
FOR FILING

S-53(4)

3857

"WE WANT YOUR BUSINESS AND WE TRY TO DESERVE IT"
OCHOCO HARDWARE
227 EAST THIRD STREET
PRINEVILLE, OREGON

PHONE 7041

November 20, 1953

Oregon State Highway Department
Salem, Oregon

Attn; H. B. Glaisyer

3857

Gentlemen:

In reply to your letter of Nov. 19th regarding the claim we had against Mr LeRoy Grote.

This is to advise you that we have received payment from Mr Grote on this claim.

The claim was against the Princeton-Follyfarm Section.

Thanking you for the interest you gave in this matter, we remain,

NOTED
F. QUERY

please note on card

Very truly yours

Ochoco Hardware

Donald L. Van Dusen
Donald L. Van Dusen

NOTED ON CARD

11-20-53 gl

files

RECEIVED
1953
FOR FILING

3-53(4)

November 19, 1953

Ochoco Hardware
227 East Third Street
Prineville, Oregon

Attention: Mr. Donald L. VanDusen

Gentlemen:

We are wondering if the bill owed you by Mr. LeRoy Grote in the sum of $340.25 for blasting materials furnished to him for crushing rock in the vicinity of Burns has been paid. You wrote to us on August 17 concerning this matter, and on August 20 we asked for more complete information as to the location of the work.

Final payment to the Diamond Tractor and Equipment Company for work on the Princeton-Follyfarm Section is in process. We would like to know if the claim pertains to that section, and if it does, has it been paid?

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Mrs. Lewis
please [illegible] on card
& [illegible]

Lewis

[illegible]
227 East Third Street
Prineville, Oregon

Attention: Mr. Donald L. VanDusen

Gentlemen:

This is in reply to your letter of August 17 in which you state that Mr. LeRoy Grote, dba Cinder Hill, owes you $340.25 for blasting materials furnished while crushing rock in the vicinity of Burns. Mr. Grote does not hold a contract with us as principal but may be operating as a subcontractor for Diamond Tractor and Equipment Company who hold State Highway No. 3857 for grading and surfacing the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway in Harney County.

The State does not recognise subcontractors on state highway contracts but looks to the principal and surety for satisfactory completion of the job and payment of all bills incurred on it, including the bills incurred by subcontractors.

The Massachusetts Bonding and Insurance Company through C. M. Pratt, Lumbermens Building, Portland 4, furnished the performance bond on the contract mentioned above.

There is some question in our mind as to whether this is the correct contract. We notify the surety and the contractor when claims are received, and, of course, we do not wish to make an erroneous notification. Will you kindly advise us as soon as possible whether the job we have mentioned is the one for which you furnished the blasting supplies.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
[illegible]

Lewis

August 20, 1953

Ochoco Hardware
227 East Third Street
Prineville, Oregon

Attention: Mr. Donald L. VanDusen

Gentlemen:

This is in reply to your letter of August 17 in which you state that Mr. LeRoy Grote, dba Cinder Hill, owes you $340.25 for blasting materials furnished while crushing rock in the vicinity of Burns. Mr. Grote does not hold a contract with us as principal but may be operating as a subcontractor for Diamond Tractor and Equipment Company who hold State Highway No. 3857 for grading and surfacing the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway in Harney County.

The State does not recognize subcontractors on state highway contracts but looks to the principal and surety for satisfactory completion of the job and payment of all bills incurred on it, including the bills incurred by subcontractors.

The Massachusetts Bonding and Insurance Company through C. M. Pratt, Lumbermens Building, Portland 4, furnished the performance bond on the contract mentioned above.

There is some question in our mind as to whether this is the correct contract. We notify the surety and the contractor when claims are received, and, of course, we do not wish to make an erroneous notification. Will you kindly advise us as soon as possible whether the job we have mentioned is the one for which you furnished the blasting supplies.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

[illegible]

FAQ:md

PHONE 7041 PHONE 7041

"WE WANT YOUR BUSINESS AND WE TRY TO DESERVE IT"

OCHOCO HARDWARE

227 EAST THIRD STREET
PRINEVILLE, OREGON

~~3695~~
3857

August 17, 1953

Oregon State Highway Department
Salem, Oregon

Gentlemen:

We are writing to you in regards to a Mr LeRoy Grote DBA Cinder Hill, who has a contract with you for crushed rock in the vicinity of Burns, Ore.

This person has purchased blasting powder and supplies from us in the amount of $340.25 for this job and the bill is now in arrears three months. We can not for some reason collect this money from this person and we are wondering if you could render any information which would enable us to collect from this person.

We would be happy to supply you with an itemized statement covering the material furnished if necessary.

Hoping to hear from you in the near future, we remain,

Very truly yours

Ochoco Hardware
D. L. Van Dusen
Donald L. Van Dusen

RECEIVED
AUG 18 1953

NOTED ON CARD
8-17-53

RECEIVED
NOV 19 1953
FOR FILING

S-53(4)

31[illegible]4

November 17, 1953

Diamond Tractor & Equipment Co.
4000 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from September 30, 1953 to July 31, 1954 within which to complete your contract No. 3857, covering the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway in Harney County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: [illegible]. F. Parson,
Division Engineer

J. T. Burch,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
OCT 26 1953
FOR FILING

2-1[illegible](1)

October 22, 1953

Request for extension of time
No. 19
October 29 and 30 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Diamond Tractor & Equipment Co. for an extension of time on the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway, Contract No. 3857, from September 30, 1953 to July 31, 1954.

Because of the inclement weather at the end of the grading season, it was not deemed advisable to place the oil mat surfacing this fall and the contractor was requested to place only the binder course and to complete the oiling next year.

Since the time overrun was at the request of the Department in order that a more satisfactory job might be secured, I would recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in that recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP:js fp

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OCT 14 1953
FOR FILING

S-53(4)

3857

October 12th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Middle Unit, Princeton-Follyfarm Contract #3857, Oregon S-53(4), from September 30th, 1953, to July 31st, 1954.

Because of inclement weather at the end of the grading season, it was not deemed advisable to place the oil mat surfacing this fall, and the contractor was requested to place only the binder course and complete the oiling next year.

Since the overrun was at the request of the Department in order that a better oiling job might be obtained, I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc to: H. G. Smith

RECEIVED
1953
FOR FILING

5-53(1)

September 11, 1953

Balzer Machinery Company
2136 S. E. Eighth Avenue
Portland 14, Oregon

Gentlemen:

Diamond Tractor and Equipment Company was awarded State Highway Contract No. 3857 for grading and surfacing the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway in Harney County. This contract has not been completed by the contractor nor accepted by the Highway Commission.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Balzer Machinery Co.

2136 S. E. EIGHTH AVENUE, PORTLAND 14, OREGON • PHONE EA. 2143

R. L. BALZER
Partner
J. M. ALLEN
Manager

• EQUIPMENT
for
CONSTRUCTION
LOGGING
INDUSTRY

Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Traylor Eng. & Mfg. Co.
Crushing Equipment
Universal Engineering Corp.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Screen Equipment Co.
Vibrating Screens
Pettibone-Mulliken Corp.
Buckets—Speedloaders
The Eimco Corporation
Rock Loading Equipment
Pacific Wire Rope Co.
Wire Rope
George Haiss Mfg. Co.
Bucket Loaders
Ohio Locomotive Crane Co.
Locomotive Cranes
Vulcan Iron Works
Pile Driving Machinery
Wayne Crane Division
Rubber Mounted Shovels

R

September 9, 1953

Oregon State Highway Commission
Salem, Oregon

3857

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

In January of this year you awarded a contract to the Diamond Tractor & Equipment Company for grading and oil mat surfacing the Middle unit of the Princeton-Folly Farm section of the Rome-Princeton Highway in Harney County.

Will you please advise us the contract number or other correct description of this work.

Will you please also let us know if the job has been completed and accepted. If the job has been formally accepted, will you please advise us the date of such acceptance.

Thank you.

Very truly yours,

BALZER MACHINERY COMPANY

John M. Allen
Manager

df

query
meyer reply

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FORM E 30 25M 9-51 82319

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 3, 1953

SUBJECT: Securing a Signed Price Agreement from the Contractor

To:
Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Mr. Williams has approved purchase of the following quantities of crushed rock on the Middle Unit, Princeton-Follyfarm Section:

3/4" - 1/4" Crushed Rock, 750 Cu. Yds. at $2.45 Cu. Yd.
1/4" - 0, 750 Cu. Yds. at $2.45 Cu. Yd.
3/4" - 0, 1,000 Cu. Yds. at $2.00.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js
cc W. C. Williams ✓

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FOR FILING

FORM E 30 25M 9-51 82315

53(1)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 3, 1953

SUBJECT: Securing a Signed Price Agreement from the Contractor

To:
Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Mr. Williams has approved purchase of the following quantities of crushed rock on the Middle Unit, Princeton-Follyfarm Section:

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1/4" - 0, 750 Cu. Yds. at $2.45 Cu. Yd.
3/4" - 0, 1,000 Cu. Yds. at $2.00.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js
cc W. C. Williams ✓

RECEIVED

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Secondary

Project No. S-53(4)

S-53(4)

3851

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of July, 1953, by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of October, 1952, a program, which was approved on the 3rd day of November, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 6th day of January, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred sixty-two thousand and 00/100 dollars ($162,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 474+50 in the SW 1/4, Section 18, T. 27 S., R. 35 E., W.M., and survey station 1091+76 in the SW 1/4, Section 15, T. 28 S., R. 36 E., W.M., without exception,

, length 11.690 miles, in Harney County, being Oregon Federal Aid / Secondary project No. S-53(4), consisting of 11.690 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of combined length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred sixty-two thousand and 00/100 dollars ($162,000.00), which does not exceed the authorized Federal pro rata share of two hundred seventy-nine thousand, two hundred seven and 50/100 dollars ($279,207.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

Attest
SECRETARY

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By M A McIver
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11879—4

JUL 27 1933

REC
JUL 2 1933
DIVISION 8

Oregon State Highway Department

Federal Aid Secondary
Project No. S-53 (4)

MIDDLE UNIT, PRINCETON-FOLLYFARM SECTION OF THE ROME-PRINCETON HIGHWAY IN HARNEY COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code 3210
Roadway (Sta. 474+50 to Sta. 1091+76) (Contract No. 3357)

All Required		Clearing and Grubbing		$ 9,500.00
300	cu. yds.	Structural Excavation, Unclassified	$ 3.00	900.00
200	cu. yds.	Trench Excavation, Unclassified	1.00	200.00
47,000	cu. yds.	Special Borrow Excavation, Unclassified	0.28	13,160.00
107,000	cu. yds.	General Excavation, Unclassified	0.36	38,520.00
388,000	yd. stas.	Short Overhaul	0.015	5,820.00
2,400	C-yd. stas.	Long Overhaul	0.50	1,200.00
10.18	miles	Finishing Roadbed and Slopes	500.00	5,090.00
1,800	lin. ft.	18-inch Corrugated Metal Pipe	4.75	8,550.00
760	lin. ft.	24-inch Corrugated Metal Pipe	6.50	4,940.00
200	lin. ft.	36-inch Corrugated Metal Pipe	13.40	2,680.00
90	lin. ft.	48-inch Corrugated Metal Pipe	19.00	1,710.00
140	lin. ft.	60-inch Extra Strength Corrugated Metal Pipe	37.00	5,180.00
260	lin. ft.	Salvaging Culvert Pipe	2.00	520.00
50,000	cu. yds.	Selected Cinder Topping	0.45	22,500.00
30,000	cu. yds.	Selected Talus Topping	0.45	13,500.00
250,000	yd. mi.	Hauling Cinder Topping	0.10	25,000.00
50,000	yd. mi.	Hauling Talus Topping	0.12	6,000.00
9,400	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.75	25,850.00
1,800	M-gals.	Sprinkling	3.50	6,300.00
18,000	gals.	SS-1 Emulsified Asphalt in Sprinkling	0.30	5,400.00
1,200	cu. yds.	3/4" - 0 Material in Binder Course	4.00	4,800.00
4,300	cu. yds.	Furnishing and Placing Aggregates	4.00	17,200.00
190	tons	Furnishing and Placing MC-3 Asphalt	48.50	9,215.00
260	tons	Furnishing and Placing 150-200 Asphalt	46.50	12,090.00
160	tons	Furnishing and Placing RS-1 Asphalt	50.00	8,000.00
			Subtotal	$253,825.00
			10% Engr. & Cont.	25,382.50
			Total	$279,207.50

Length of Roadway	11.690 miles
Cost per Mile	$23,884.30

Federal Funds- -	$162,000.00
State Funds- -	117,207.50
	$279,207.50

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-53 (4)

MIDDLE UNIT, PRINCETON-FOLLYFARM SECTION OF THE ROME-PRINCETON HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 24, 1952

Type Code 3210
Roadway (Sta. 474+50 to Sta. 1091+76)

All Required		Clearing and Grubbing		$ 3,000.00
300	cu. yds.	Structural Excavation, Unclassified	$ 3.00	900.00
200	cu. yds.	Trench Excavation, Unclassified	3.00	600.00
47,000	cu. yds.	Special Borrow Excavation, Unclassified	0.30	14,100.00
107,000	cu. yds.	General Excavation, Unclassified	0.40	42,800.00
388,000	yd. sta.	Short Overhaul	0.015	5,820.00
2,400	C-yd. sta.	Long Overhaul	0.50	1,200.00
10.18	miles	Finishing Roadbed and Slopes	500.00	5,090.00
1,800	lin. ft.	18-inch Corrugated Metal Pipe	4.75	8,550.00
760	lin. ft.	24-inch Corrugated Metal Pipe	6.00	4,560.00
200	lin. ft.	36-inch Corrugated Metal Pipe	12.00	2,400.00
90	lin. ft.	48-inch Corrugated Metal Pipe	18.00	1,620.00
140	lin. ft.	60-inch Extra Strength Corrugated Metal Pipe	26.00	3,640.00
260	lin. ft.	Salvaging Culvert Pipe	2.00	520.00
50,000	cu. yds.	Selected Cinder Topping	0.35	17,500.00
30,000	cu. yds.	Selected Talus Topping	0.50	15,000.00
250,000	yd. mi.	Hauling Cinder Topping	0.08	20,000.00
50,000	yd. mi.	Hauling Talus Topping	0.14	7,000.00
9,400	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.50	23,500.00
1,800	M-gal.	Sprinkling	4.00	7,200.00
18,000	Gal.	SS-1 Emulsified Asphalt in Sprinkling	0.25	4,500.00
1,200	cu. yds.	3/4" - 0 Material in Binder Course	3.50	4,200.00
4,300	cu. yds.	Furnishing and Placing Aggregates	4.00	17,200.00
190	tons	Furnishing and Placing MC-3 Asphalt	45.00	8,550.00
260	tons	Furnishing and Placing 150-200 Asphalt	43.00	11,180.00
160	tons	Furnishing and Placing RS-1 Asphalt	46.00	7,360.00
			Subtotal	$237,990.00
			10% Engr. & Cont.	23,799.00
			Total	$261,789.00

Length of Roadway	11.690 miles
Cost per mile	$223,942.68

Federal Funds	$162,000.00
State Funds	99,789.00
	$261,789.00

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JUL- 6 1953
FOR FILING

S-22(4)
3857

July 3, 1953

Mr. John N. Mohr
Attorney At Law
Hall Building
Hood River, Oregon

NOTED
H. B. GLAISYER

Dear Sir:

This is a somewhat belated reply to your letter of June 25 concerning the whereabouts and activities of Allen E. Sackett. We have made inquiries in our construction department and in our prequalification records, and we find that Mr. Sackett is not prequalified with the State Highway Department at this time, nor has he bid in his own name for some considerable time; probably a year or more.

We find that Mr. Sackett is acting as Construction Superintendent for the Diamond Tractor and Equipment Company on State Highway Contract No. 3857 for construction of the Middle Unit of the Princeton-Folly Farm Section on the Rome-Princeton Secondary Highway in Malheur County. This contract is scheduled for completion September 30, 1953, and we are informed that Mr. Sackett is presently working on the job. He has no subcontracts with the State Highway Department that we have record of.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:mm

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

JOHN F. CUSHMAN

June 25, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Re: Allen E. Sackett

Dear Sir:

Some time ago our office handled a claim against Allen E. Sackett, who [illegible] engaged as a sub-constractor on State Highway Contract #3448 for grading and topping the Willow Creek-Boardman Sections of the Columbia River Highway.

Unfortunately, at the time the claim was received by us we did not know that the claim was for materials furnished for that job, and we were unable to make claim against the surety company prior to the six months period for filing claims.

Since that time, we have been handed the claim of another corporation against Mr. Allen E. Sackett for money due and owing arising out of Mr. Sackett's operations on that same section of the Columbia River Highway.

After much search and investigation, we believe that Mr. Sackett is again submitting contract bids either in his own name or in the name of another for work being done upon highways or other projects of the State Highway Commission. We understand that the said Allen E. Sackett is working on some such job near Burns, Oregon, which work is supposed to be finished some time in July or August.

Mr. Sackett's address is apparently care of the Diamond Tractor and Equipment Company, 4000 N. E. Columbia Boulevard, Portland, Oregon.

Since this office and several other attorneys who represent other creditors of Mr. Sackett are very anxious to locate any assets which he might have, we would very much like to know the names of any contractors now engaged in construction work for the State Highway Commission at or near Burns, Oregon.

We would appreciate your keeping this information confidential except

REFERRED TO
BY SECRETARY

for your own purposes. Any information which you may be able to give us concerning Mr. Sackett's activities will be greatly appreciated.

Very truly yours,

John F. Cushman

JOHN F. CUSHMAN

JFC:jb

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JUN 30 1953
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING
S-53(4)
FORM E-30
3857

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1953

SUBJECT:

To:

Mr. A. F. Parson
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between Russell Olson Construction Company and the Diamond Tractor and Equipment Company, covering items 20 and 22 to 26, inclusive, on the Middle Unit, Princeton-Follyfarm Section, Contract No. 3857 Oregon S-53(4), is approved and you may so inform the interested parties.

Three copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js
encl
cc W. C. Williams
2 - C. G. Polk

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1953
FOR FILING

5-53(4)

3857

March 19, 1953

Mr. Fred C. Leibold, Vice President
Traffic and Sales
Consolidated Freightways, Inc.
Portland 8, Oregon

Dear Sir:

Referring to your letter of March 10, I am pleased to advise you that the Princeton Highway, ORE78, is now under contract for grading, surfacing, and oiling, and the specified completion date is September 30, 1953. The completion of this contract will complete the Rome-Princeton Highway from its junction with US95 to Crane, and it will, of course, be eligible for loads legal as to dimension and weight.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

cc Mr. R. B. Sipprell

CONSOLIDATED FREIGHTWAYS INC.

PORTLAND 8, OREGON

March 16, 1953
File:TRAFFIC H-6
Re: Your letter 3-10-52

Mr. W.W. Stiffler,
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Stiffler:

Is there any likelihood that the State Highway 78 will be improved between Crane and the junction of U. S. Highway 95 near Rome , so that heavy equipment such as ours may be operated over it sometime within the next year? If so, we want to make the necessary arrangements for the authority to use that highway in order to cut out some of our excess mileage.

Very truly yours,

CONSOLIDATED FREIGHTWAYS, INC.

Fred C. Leibold
Fred C. Leibold
Vice President - Traffic & Sales

Sept 30 - 53

FCL:mem

NOTED
W. W. STIFFLER

151

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MAR 17 1953
FOR FILING

3-53(4)

[illegible]

March 16, 1953

Diamond Tractor & Equipment Co.
4000 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3857, which was awarded to you on February 10, 1953 by the State Highway Commission, for grading and surfacing on the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway in Harney County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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FOR FILING

S-53(4)

3357

February 26, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 23, 1953 on Contract No. 3357, Middle Unit, Princeton-Follyfarm Section, in connection with Federal Aid Project No. S-53 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WCW:tp

cc: W. C. Williams

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FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT

S-53(4)

3857

February 10, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-53(4), Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway, we hereby concur as of this date in award of contract No. 3857 to the Diamond Tractor and Equipment Co. of Portland, Oregon, low bidder in the amount of $262,890.00 at the January 21, 1953 bid opening.

Yours very truly,

C G Polk
C. G. Polk
District Engineer

9

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251

GENDA
FEB 17 '53

3-7

February 10, 1953

Diamond Tractor & Equipment Company
4000 NE Columbia Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission on January 21, 1953 accepted your proposal for grading, roadbed topping, leveling course, rock shoulders, and oil mat surfacing on the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway in Harney County, for the sum of $262,890.00, and on the same day awarded contract No. 3857 to you subject to clearance of right of way matters and receipt of concurrence from the Bureau of Public Roads. This note is to inform you that such conditions have now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: W. M. Franzwa, SIAC
H. G. Smith
Goldie Lewis
S. H. Probert

E. R.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Diamond Tractor & Equipment Company
4000 NE Columbia Blvd.
Portland, Oregon

cc: Files ✓

The State Highway Commission today received satisfaction of condition governing award to you of contract for Middle Unit, Princeton-Follyfarm Section on Rome-Princeton Highway in Harney County for which you submitted low bid on January 21, 1953. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer
OREGON STATE HIGHWAY COMMISSION

RLP/fn

RECEIVED
FEB 11 1953
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 25M 9-51 82515

5-53(4)

3857

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 10, 1953

SUBJECT: Princeton-Follyfarm Section
Harney County

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Clearance has been received from the Bureau of Land Management on the above area. As far as this department is concerned, this contract may be awarded.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

RECEIVED
FEB 11 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 1953
FOR FILING

February 10, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading, surfacing and oiling work on the Middle Unit of the Princeton-Follyfarm Section of the Rome-Princeton Highway in Harney County, Project S-53 (4), to the Diamond Tractor and Equipment Co. of Portland, Oregon, on the basis of the bid of $262,890.00 submitted by it on January 21, 1953.

All rights of entry required for this contract have been acquired.

Very truly yours,

NOTED
W. C. WILLIAMS

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
FOR FILING

January 23, 1953

Diamond Tractor and Equipment Company
4000 N. E. Columbia Boulevard
Portland, Oregon

Gentlemen:

The State Highway Commission on January 21, 1953 accepted your bid in the amount of $262,890.00 for construction of 10.18 miles of grading, roadbed topping and leveling course and 11.69 miles of rock shoulders and oil mat surfacing and furnishing 3,700 cu. yds. crushed rock or gravel in stockpiles on the Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway about 17 miles south of the town of Crane, in Harney County submitted by you on that day. Yours was the low bid received for this project, and the Commission has awarded the contract to you.

The Engineer was authorized and instructed to prepare contract and bond forms for execution by you and your surety when concurrence in the award of the contract has been received from the U. S. Bureau of Public Roads and right of way matters have been clarified.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

esr

cc H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

RECEIVED
FOR FILING
OREGON DISTRICT
Const S-53(4)
Fed Aid [illegible]
Prog & Proj

S 53(4)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Transmitted herewith are approved copies of the plans and proposal, including Special Provisions, for Oregon Project S-53(4), Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway.

In connection with their review of the P. S. and E. the Division Office comments as follows:

> "In the matter of the emulsified asphalt to be used in sprinkling of leveling course and shoulder material and for alleviating dust nuisances, we question whether the benefits approach the cost of the mixture. Notwithstanding, because of the severe dryness of the region, we will approve the proposed oil-water sprinkling in this instance, with the understanding that such proposals will be questioned in the future in areas that are less arid."

Very truly yours,

C. G. POLK
District Engineer

By

A. F. Bester
A. F. Bester
Highway Engineer

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OREGON
STATE HIGHWAY COMMISSION

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JAN 12 1953
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OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Const. S-53(4)
Fed Aid [illegible]
Prog & Proj
S-53(4)

January 7, 1953

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The December 16, 1952 request for approval of individual project program change, Item 187, Project S-53(4), Federal-aid Secondary Highway Program was approved December 30, 1952.

The project length has been extended northerly 1.5 miles by this action giving an overall length of 11.69 miles. The Character of the work as now proposed consists of grade and drain 10.2 miles and 2-lane low-type surfacing 11.7 miles.

This letter will confirm our previously telephoned notification relative this program action.

Very truly yours,

C. G. Polk
District Engineer

By: R. E. McMullen
R. E. McMullen
Program and Planning Engineer

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[illegible]

[illegible]

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 6, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-53(4), Middle Unit, Princeton-Follyfarm Section of the Rome-Princeton Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED

STATE HIGHWAY

[illegible]- 216 Baker Creek-Sumner Sec. of 1963
[illegible] alley [illegible] of
[illegible]

RECEIVED FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 15, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3858	4-final	R. H. SUSSEX	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2509	R-87351	$ 890.35	2/11/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: To Dec. 30, 1953 without penalty

Completion Date: Dec. 8, 1953

Date Accepted: Jan. 21, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-16-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

AAWicklander

[illegible]

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JAN 19 1954
FOR FILING

[illegible]

[illegible]

January 19, 1954

General Casualty Company of America
C. H. Emerson, Agent
209 S. W. Fourth Ave.
Portland, Oregon

Gentlemen:

State Highway Contract No. 3858 for rock surfacing on the Poker Creek-Sumpter Section of the Sumpter Valley Highway in Baker County was completed by the contractor, R. H. Sussex, on December 8, 1953 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $890.35 will be released to the contractor after acceptance by the Commission. The total contract amount is $29,678.40 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

1-19-54

RECEIVED
DEC 22 1953
FOR FILING

[illegible]

[illegible]

December 21, 1953

General Casualty Company
G. H. Emerson, Agent
209 SW 4th Avenue
Portland, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Mr. R. H. Sussex on contract No. 3858, covering rock surfacing on the Poker Creek-Sumpter Section of the Sumpter Valley Secondary Highway in Baker County.

This payment, in the amount of $2,086.85 will be released to contractor on or after December 31, 1953. The retained percentage is $890.35.

The State is not advised of any unapid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

cc: General Casualty Co.,
General Insurance Bldg.,
Seattle 5, Washington

cc: General Casualty Co.,
209 SW 4th Avenue
Portland, Oregon

NOTED ON CARD
[illegible]

RECEIVED
DEC 22 1953
FOR FILING

21-4314

3958

December 21, 1953

General Casualty Company
G. H. Emerson, Agent
209 SW 4th Avenue
Portland, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Mr. R. H. Sussex on contract No. 3958, covering rock surfacing on the Poker Creek-Sumpter Section of the Sumpter Valley Secondary Highway in Baker County.

This payment, in the amount of $2,086.85 will be released to contractor on or after December 31, 1953. The retained percentage is $890.35.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc
cc: General Casualty Co.,
General Insurance Bldg.,
Seattle 5, Washington

cc: General Casualty Co.,
209 SW 4th Avenue
Portland, Oregon

NOTED ON CARD
[illegible]

--FINAL--

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

101-4216

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 8, 1953, 19

Section Poker Creek-Sumpter

Kind of work Rock Surfacing

Highway Sumpter Valley

Section prefix 101-4216

Contractor R.H.Sussex

Contract number 3858

Date of contract February 18, 1953, 19

Date of completion October 31, 1953, 19

Date work started October 26, 1953, 19

Estimated date of completion Dec 8, 1953, 19

Amount of contract . . . . $ 30,000.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 29,678.40

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 1730.00, 70 %

Date project was completed December 8, 1953, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

7th

Contractor finished placing 1"-0" Surfacing rock XXXXX, Monday 8th. at noon. Monday afternoon and Tuesday the Contractor rebladed all of the surfacing placed. Road bed surface is at present smooth and set up in good shape.

Turner checking rock.

NOTED
FORREST COOPER

RECEIVED

NOTED
B. A. MARTIN

Signed Kevin Langlie

Address Baker

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		16.29			
Miles partially completed					
Miles completed		16.29			
Total estimated quantities		12,500	500		
Estimated quantities moved or placed to date		12,028	507		
Average daily quantities		250			
Average daily quantities necessary to complete project on time		completed.			
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		7			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., Trucks 5 ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	snow		
Tuesday	cold		Finished.
Wednesday			
Thursday			
Friday			
Saturday			

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NOV 19 1953
FOR FILING

101-4216

3858

November 17, 1953

Mr. R. H. Sussex
P. O. Box 1
Bellingham, Wash.

Dear Sir;

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from October 31 to December 30, 1953 within which to complete your contract No. 3858, for rock surfacing on the Poker Creek-Sumpter Section of the Sumpter Valley Highway in Baker County.

The State Highway Commission granted your request to December 30, 1953 without penalty, but if not completed by that date all engineering costs thereafter until completion of the project are to be assessed against you as penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. F. Parson,
Division Engineer

Kevin Laughlin,
Resident Engineer

H. G. Smith,
Construction Engineer

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OCT [illegible] 1953
FOR FILING

[illegible]-4516

October 22, 1953

Request for extension of time
No. 28
October 29 and 30 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from [illegible] R. Sussex for an extension of time on the Fozer Creek-Sumpter Rock Surfacing Project on the Sumpter Valley Highway, Contract No. 3858, from October 31, 1953 to December 30, 1953.

This project was awarded to [illegible] R. Sussex on February 18, 1953, but, due to his inability to complete other contracts, work has not as yet been started; in fact, the contractor himself has not been able to assign adequate crushing equipment to this project and has sublet the crushing to Arthur Simonson & Company, which company is now in the process of moving to the project.

[illegible] R. Sussex has not handled at all satisfactorily the three contracts which he was awarded this year, and it is our intention in the future to recommend that he not be awarded contracts in an amount more than we think he is capable of completing within the time limit.

In the present instance, engineering costs have been practically nil to date, as he has done no work, and if the project is completed on or before December 30, 1953 there will be no particular inconvenience to the traveling public and engineering costs will not be increased. I recommend, therefore, that the extension of time requested to December 30 be granted without penalty, but if not completed by that date that all engineering costs thereafter until completion of the project be assessed against him.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

WCW:me fp

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01-4216

3858

GENERAL CASUALTY COMPANY OF AMERICA
Seattle 5, Washington

COPY

October 5, 1953

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Boldock:

Our Bonds 258531 and 258543 - R. H. Sussex
Bellingham, Washington
Contracts No. 3858 and 3916

Mr. G. H. Emerson has forwarded your September 28 letter addressed to our company to the Home Office for attention. In your letter you point our that progress is not satisfactory on Contract No. 3843 and 3858. You also mention that the materials to be crushed on Contract No. 3916 will be needed for winter ice and snow road conditions.

We want to simply acknowledge your letter and advise that we are making an effort to contact Mr. Sussex to see if it is not possible to do something to improve the rate of progress. We appreciate very much your advising us of the conditions as you view them under these contracts

Very truly yours,

/s/ Willary G. Sweeny

Surety Department

Willard G. Sweany
bwm

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OCT 1 1953
FOR FILING

[illegible]

3858

September 28, 1953

General Casualty Company of America
209 S. W. 4th Avenue
Portland, Oregon

Attention: Mr. G. H. Emerson

Gentlemen:

We have been unsuccessful in obtaining satisfactory performance on contractual obligations by R. H. Sussex, who at the present time has three contracts with the State Highway Commission, only one of which he is working on, and, on the other two, the time limit will expire on September 30 on one project and on October 31 on the other.

Unsatisfactory progress is being made on Contract No. 3843, on which the time limit has already expired.

The contractor can give us no definite assurance as to when he can start on Contract No. 3858, Poker Creek-Sumpter Rock Surfacing Project, on which job the time limit expires October 31, and on Contract No. 3916, La Grande-Baker Rock Production Project, on which the time limit expires September 30, 1953. This letter is to advise you that, as Surety for the above named contractor, provisions must be made for immediate start on these projects, with prosecution to completion at the earliest possible date.

I might advise you that failure to surface the Poker Creek-Sumpter Section under Contract No. 3858 will result in great inconvenience to users of this highway if it goes into another winter in an unsurfaced condition. Likewise the materials to be crushed on the La Grande-Baker Rock Production Project, Contract No. 3916, are extremely essential for the sanding of ice and snow conditions during the winter months on US30, and it is vitally essential that this project be completed before such conditions become existent on the highway.

It is requested that you advise by return mail what plans are being made for the immediate start and the completion of these projects.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. Forrest Cooper

WCW:me fp

FORM E-20 25M 9-51 82316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 18, 1953

SUBJECT:

To:

Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

Dear Sir:

I hand to you herewith descriptions of the jobs shown by divisions which have been contracted prior to the August 1953 letting and upon which work has not yet been started. I have underlined in red the ones which should be started immediately. So far our efforts to get these jobs underway have been unsuccessful.

Referring to the three contracts held by Sussex in Division 5, I am attaching a copy of a letter from Parson to Sussex dated September 17, 1953 in which he is again attempting to get some action. Also attached are copies of a Subcontract of which Mr. Sussex is asking us to approve wherein he proposes to subcontract the entire Poker Creek-Sumpter Section to Arthur Simonsen. Our policy has been not to allow this type of a subcontract as this encourages the prime contractor to become merely a broker.

I would recommend that Sussex and his surety be notified immediately to proceed with the work and that if he does not comply that he be disqualified from bidding until he demonstrates a desire to follow the terms of our contracts.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:js

Encls.

RECEIVED
SEP 18 1953
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 37,000 4-52 96608

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 17, 1953

C
O
P
Y

SUBJECT:

To:

Mr. R. H. Sussex
P. O. Box 1
Bellingham, Washington

Dear Sir:

This is to confirm my conversation with your father and representative, regarding the three crushing jobs, Contract #3916, #3843 and #3858, of this date.

It is highly desired that all three jobs be completed this year. The cinder crushing job, Contract No. 3916, has the highest priority, as it is essential that we have sanding material for this winter's sanding on Highway 30 east of La Grande. Your representative assured me that in the event that Arthur Simonsen does not do the cinder job for you, that you will discontinue the Pendleton-John Day crushing until after you have crushed the cinders. You would finish the present set-up and then move to Ladd Canyon cinder job, instead of moving to Battle Mountain.

This is the way we would prefer the work, because of the impossibility to crush cinders if they get wet. However, the method you use to produce our material is your responsibility. We are concerned only in getting the material before winter sets in.

Very truly yours,

/s/ A. F. Parson

A. F. Parson
Division Engineer

AFP/pc

cc: H. G. Smith
W. S. Hodge

RECEIVED
JUN 17 1953
FOR FILING

Cross Referenced T
adm
Petitions
Baker Co

Agenda Item 4-j
May 18, 1953

[illegible]

[illegible]

May 28, 1953

Mr. Ernest N. Hudspeth
c/o Sumpter Stage
Baker, Oregon

Dear Mr. Hudspeth:

The petition signed by yourself and numerous other residents along the Sumpter Valley Highway protesting a resurfacing of that highway with crushed gravel and requesting that the graveling be cancelled and applied to oiling was considered by the Commission at its meeting in Portland, May 18th.

Following the receipt of your petition, an engineering investigation had been made and a report was made to the Commission. This report pointed out that the placement of the small amount of crushed gravel is necessary to maintin the highway in a suitable condition and is not intended as an ultimate solution. The $35,000 for this project would permit the construction of only a very short section of highway -- approximately a mile -- and it was felt uneconomical to contract so small a job. In view of these findings, the Commission felt that it was not practical to cancel the existing contract and that the ultimate improvement of the highway could be considered when funds for the same are available.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FQ:md 5/27

cc - Mr. Brooks Hawley
c/o Sumpter Stage
Baker, Oregon

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We, the undersigned, wish to present to you our views regarding that portion of the Oregon State Secondary Highway Number 410 extending from ~~Salisbury~~ Thompson to the townsite of Sumpter, commonly referred to as the Sumpter Valley Highway.

In the beginning we wish to express our sincere thanks and appreciation for the 1949 rebuilding and permanent surfacing of the lower four miles of this highway, said rebuilding ending at the ~~Salisbury~~ Thompson siding. This type of improvement is, in our opinion, the only practical solution for the entire length of the highway, at least to the townsite of Sumpter.

We now understand that the Highway Commission has let a contract for the sum of approximately $30.000.00 to gravel-surface a portion of this highway through the valley. We believe that such an expenditure is clearly a waste of our tax moneys. We would benefit much more by having only a one mile extension of the black-top from ~~Salisbury~~ Thompson onward in lieu of gravel over the entire length of the road.

Increased logging operations and the many Eastern Oregon sportsmen have made such a narrow graveled road a real and present hazard to all of us. A life was lost last fall due entirely to the chuckhole condition peculiar to graveled roads and logging truck traffic. The neccessity of the logging operators to maintain a flagman at one of the particularly hazardous spots along the road in the interests of safety bespeaks correction.

We do not pretend to understand any long range plans the Commission may have for the improvement of the secondary roads of Eastern Oregon. It has been rumored that there isn't enough traffic upon Highway Number 410 to justify widening and surfacing on a permanent basis. If this is true, we cannot understand why the first four miles were so improved. We believe that only permanent surfacing will suffice to withstand present and future usage.

Acknowledgment of this paper will be gratefully received and may be addressed to Mr. Ernest N. Hudspeth, c/o Sumpter Stage, Baker, Oreg.

Sincerely yours,

1. Inez Hudspeth — E. E. Howard
2. George P. Dwyer — Georgia Flaty
3. L. L. Graves — J. R. Flaty
4. Mrs L. Graves — Eddy Flaty
5. Ellen Anderson — M. Staley
6. Floyd Anderson — Rembol Young
7. Mrs Vida Cox — Oren E. Neibuhr
8. Mrs Geo P. Dwyer — Don R. Huntley
9. Charles Holland — Warren MacDonald

10. Wanda Holland. Virgie Edwards
11. Wilbur Fluty Ruth Howard
12. G. H. Harvey
13. Peter Knodell
14. Geo Teachin
15. Mrs. Wilbur Fluty-
16. J. L. Hague
17. Mrs Emma Hague.
18. Weston Harris
19. J. M. Howard
20. Oscar Proffitt.
21. Ralph Allen
22. Norman F. Howard
23. Ben Woodley
24. Edna Allen
25. Mrs O. E. Preston
26. Mary Cousin
27 Evelyn Michael
28 Myrna Herrmann
29. Harald Herrmann
30. Kenneth Graves
31. Mrs Kenneth Graves
32. Ray W Armbruster
33. Hal T. Bradley
34. Bertha Bradley.
35. Samuel L. Proffitt.
36. Olive Proffitt
37. Annabelle W. Armbruster
38. L. A. Skillinga
39. Ina H. Skillings
40. George Hansen
41. Joel Hauck
42. Hugo Ebell
43. Laura Harvey

44. Arnt Jacobson
45. Sig Asmundsen
46. Bunny Proffitt
47. Mrs Roy Hogle
48. Wynn E Perkins
49. Geneva Perkins
50. Clyde C Perrine
51. Myldred Perrine
52. Helen M Hubbard
53. Katherine E. Culley
54. Harold Culley
55. Charles R Dickinson
56. Winnifred M. Deacon
57. R. A. Deacon
58. Freda L Hoggarty
59. Myldred Rae Perrine
60. Mrs. Winfield Hubbard
61. Ernest Hudspeth
62. Carrie Hudspeth
63. Mrs. Rod Dickinson
64. Brooks Hawley
65. Lynne M Hawley
66. Dan Warnock
67. Alice Warnock
68. Myrna Potts
69. Olive M. Dickinson
70. Paul Dickinson
71. Frank Potts
72. W. Norris
73. Harry Cassady
74. Anna Mathews
75. Leila Boyce
76. Carl W Price

44. Arnt Jacobson
45. Sig Amundson
46. Busty Proffitt
47. Mrs Roy Hughes
48. Wynne E Perkins
49. Wynna Perkins
50. Clyde C Perrine
51. Myldred Perrine
52. Warren W Hubbard
53. Catherine E Culley
54. Harold Culley
55. Charles R Dickison
56. Winnifred M Deacon
57. R A Deacon
58. Freda L Haggerty
59. Myldred Rae Perrine
60. Mrs Winfield Hubbard
61. Ernest Hudspeth
62. Carrie Hudspeth
63. Mrs Rod Dickison
64. [illegible] Hawley
65. Lynne W Hawley
66. Dan E Warnock
67. Alice Warnock
68. Myrna Potts
69. Olive M Dickison
70. Paul Dickison
71. Hank Potts
72. W. Norris
73. Harry Cassady
74. Anna Mathews
75. Leila Boyce
76. Carl W Price

77. Wilson M. Dickson
78. C. E. Rockfield
79. O. E. Preston
80. F. H. Barnard
81. Mrs. Kenneth Osborne
82. C. H. Young
83. J. Jones
84. Verna M. Young
85. Arthur Carroll
86. Emma Jones
87. James Jones
88. Mr & Mrs. George B. Lampro
89. Carlyle Woodley
90. William F. Weems
91. Dorothy W. Weems
92. Shirley Jodrie
93. Joan Jodrie
94. Fred Miller
95. Amy Miller
96. Ted Haggerty
97. Albert Defrees
98. Ellen Defrees
99: Lowell Defrees
100. Peggy Defrees
101.
102.
103.
104.

Sumpter, Oregon, April 18, 1953.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

NOTED
W. C. WILLIAMS

Dear Mr. Baldock:

About this time you are receiving a petition from this locality asking that the authorized gravelling work on the Baker-Sumpter highway be converted instead to that much effort to extend the oiled road a little farther. I did not start the petition although my name is there too, I do want to say I want *both* the gravelling and some more rebuilding except as I have before stated to go light where the proposed dam would change the road.

There is some feeling here that the gravelling, which we understand to be 2 inches, will not be much present help, especially as it is likely to arrive so late in the year that it will be dry and will not settle solid until the next season, but I think it will surely be *some* help.

Certainly everyone here is sure that the road will again show a terrific beating, even with the gravelling, when the logging trucks start running.

We don't expect the remaining four miles of the canyon stretch to be done now, but that project is dear to our hearts, and we don't want it to be forgotten.

Sincerely yours,

Brooks Hawley,
Sumpter Stage,
Baker, Oregon.

RECEIVED
APR 20 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 6 1953
FOR FILING

101-4216

27-8

May 4, 1953

Oregon State Highway Commission

Gentlemen:

We have received a petition signed by 111 residents of the Sumpter area, protesting the resurfacing of the Sumpter Valley Highway with crushed gravel and requesting that the contract be canceled and the money involved (some $35,000) be applied to extending the ultimate improvement to an oil standard.

The placement of the small amount of crushed gravel is necessary in order that we can maintain the highway in a suitable condition, and it is not at all intended as an ultimate answer.

The $35,000 would not permit the construction of more than one mile of the highway to permanent status. We should not undertake such small sections for construction, and when further improvement is made on the Sumpter Valley Highway it should only be done when sufficient funds are available to construct a section of at least three or four miles in length.

This matter will be on the next agenda, and I recommend the petitioners be advised that it is not practical to cancel the existing contract and that the ultimate improvement of the highway will be considered when funds for the same are available.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. W. Stiffler

WCW:me lg

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MAY 6 1953
FOR FILING

[illegible]

[illegible]

April 30, 1953

Mr. Ernest N. Hudspeth
c/o Sumpter Stage
Baker, Oregon

Dear Sir:

Receipt is acknowledged of the petition from residents of the Sumpter area wherein it is requested that the contract which has been let for gravel surfacing the Sumpter Valley Highway be canceled and the money utilized for oiling the highway, as far as the money will go.

I will present this matter to the Highway Commission at its next meeting, but I doubt if the contract that has been let can be canceled legally. The light surfacing that is being placed under this contract is only in an amount sufficient to permit maintenance of the highway. Without the placement of this crushed rock, we are unable to maintain the highway properly. It is, therefore, logical that the gravel resurfacing proceed as planned and the ultimate improvement to an oil surface be considered when funds for it are available.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. Williams

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53
FOR FILING

101-4216
#3858

101-4216

3858

March 27, 1953

Mr. Brooks Hawley
Sumpter Stage
Baker, Oregon

Dear Sir:

Your letter of March 23 addressed to Mr. Glaisyer has been referred to me. A contract has been let for the graveling of the Sumpter Valley Highway from the end of the present oil to Sumpter, and upon completion of this project the roadway will be in satisfactory condition for the amount of traffic using the highway. The through traffic on this highway is considerably under 200 vehicles per day, and with this amount of traffic a crushed rock or gravel surfacing can be maintained for satisfactory travel.

You suggest the improvement of the existing highway to an oil surface standard by eliminating the section where there is a question as to highway location by reason of the proposed dam. Should moneys become available which could be allocated to the Sumpter Valley Secondary Highway, this plan might be given consideration. At the present time, however, there are no moneys available for allocation to this highway other than the funds for graveling.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:me 1g

RECEIVED
1953
FOR FILING

March 25, 1953

Mr. Brooks Hawley
Sumpter Stage
Baker, Oregon

Dear Mr. Hawley:

This is to acknowledge your letter of March 23 concerning further improvements to the Baker-Sumpter Highway, particularly concerning that section which would be affected by the proposed dam location and suggesting that the heavier gravel surface be applied toward the Sumpter end where the road is above the reservoir level.

As this is an engineering matter, we are referring your letter to Mr. R. H. Baldock, the State Highway Engineer, for such investigation as is required.

Mr. Glaisyer has been in the hospital since Wednesday of last week but is expected home tomorrow. It will probably be necessary for him to rest about two weeks before resuming work.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md 3/24

cc - Mr. R. H. Baldock

Sumpter, Oregon, March 23, 1953.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

Your last letter on the state of the Baker-Sumpter highway says that there will not be any new construction now on account of the uncertain state of the proposed government dam that would be in the way, but that there will be some gravel surfacing done on the old road, as we have noticed such a contract has been let.

There are a few points that I want to emphasize. We hope that the Highway Commission will remember that this road needs attention as much as any road in the country, that the gravelling to be done now should only be expected to get by for the time being, and that the commission will again give consideration to rebuilding the four miles in the canyon in a year or two.

If the dam continues to be uncertain, there is surely three miles joining the present good oiled road that could be rebuild, leaving a mile near the dam location with little attention for the present which would be about the right amount to allow for shifting the road to the side hill to get around the dam.

A survey to allow for the dam is surely appropriate now.

On the present gravelling contract, it might be a good thing to steer the deepest depth of gravel surface toward the Sumpter end of things where six miles of the road is above the reservoir level.

We intend to write once in a while so you won't forget us.

Sincerely yours,

Brooks Hawley

Sumpter Stage,

Baker, Oregon.

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MAR 17 1953
FOR FILING

101-401

[illegible]

March 16, 1953

Mr. R. H. Sussex
P. O. Box 1
Bellingham, Wash.

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3858, which was awarded to you on February 18, 1953 by the State Highway Commission, for rock surfacing on the Poker Creek-Sumpter Section of the Sumpter Valley Highway in Baker County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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9855

February 20, 1953

Mr. Brooks Holley
Sumpter Stage
Baker, Oregon

Dear Mr. Holley:

Reference is made to your letter of December 22, 1952 regarding the future improvement of the Baker-Sumpter Road. Your letter has been discussed by the State Highway Commission along with a report from the Engineer on the same subject.

The members of the Commission appreciate the conditions to which you refer but are rather reluctant to expend a large amount of State funds to improve it because of uncertainty with respect to the plans of the U. S. Reclamation Service for construction of a dam in Powder River Gorge. If the dam is constructed, it would necessitate relocating the highway at a considerably higher elevation along the cliffs requiring expensive construction, whereas if the dam were not constructed, the highway could be built along the right of way of the Sumpter railroad at a nominal expense.

The Highway Commission understands that the Congress is now being asked to appropriate monies to finance the dam construction. In view thereof, it was the feeling of the Commission that the State defer further improvement of this highway, other than the surfacing work previously authorized, until more definite plans of the Reclamation Service have been received. I was instructed to inform you accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

ECEIVED
JAN 16 1953
FOR FILING

January 15, 1953

Oregon State Highway Commission

Gentlemen:

With his letter under date of December 24, the Secretary forwarded to you a copy of a letter from Brooks Hawley of Sumpter Stage, Baker, Oregon, in which he comments on placing a new gravel surfacing through Sumpter Valley and further states "Especially we would be pleased to see the surveying in progress."

The Commission authorized a survey for the section which has not been improved between Poker Creek and Sumpter, a distance of approximately 18 miles, in 1951, but we have deferred proceeding with the survey owing to the uncertainty of the plans of the Reclamation Service in constructing a dam for irrigation storage in Powder River gorge. Should this dam be constructed, it would necessitate the highway being raised high on the hill along cliffs, requiring expensive construction. If the dam were not constructed, we would reconstruct the highway along the abandoned right of way of the Sumpter Valley Railroad, where the cost would be very nominal as compared with construction on the hillside.

This is rather a bothersome condition, as it is not certain when we can get any definite information as to the construction of the dam, but it is very much in the picture at the present time and Congress is being asked to appropriate moneys for such construction. It is my opinion that, inasmuch as we are constructing a light gravel surfacing through the gorge at the present time, we defer any improvement until we can determine more definitely the plans of the Reclamation Service for constructing a storage dam.

This matter will be on the agenda for your consideration.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me

cc Mr. H. G. Smith

December 24, 1952

Mr. Brooke Hawley
Sumpter Stage
Baker, Oregon

Dear Mr. Hawley:

This is to acknowledge receipt of your letter of December 22, 1952 urging further improvements to the Baker-Sumpter Road.

I shall bring it to the attention of the members of the State Highway Commission and the State Highway Engineer.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:el

cc: Commissioner
R. H. Baldock

Sumpter, Oregon, December 22, 1952

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

At the next meeting of the Highway Commission in January we hope that another push is given to making another 4 or 5 mile section of oiled road on the Baker-Sumpter road. We understand that is already O.K'd, and the Commission has promised new gravel surfacing through Sumpter Valley. We sure don't want that to be forgotten or side tracked. Especially, we would be pleased to see the surveying in progress. We surely have the narrowest piece of state highway in Oregon. There is no other piece of highway I know of as in our rock gorge on Powder River where cars always have to stop and back up to pass. There has been no improving on that road since it was built by the county 30 years ago. A logging truck had a bad wreck in the gorge this last month. It is so narrow that bark is scraped from logs on the rock sides. Now that the state owns the abandoned Sumpter Valley Railroad right of way it is suitable for improvement as has been done the 13 miles from Baker this way.

Sincerely yours,
Brooks Hawley
Sumpter Stage,
Baker, Oregon.

Sumpter, Oregon,
December 22, 1952

COPY

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

At the next meeting of the Highway Commission in January we hope that another push is given to making another 4 or 5 mile section of oiled road on the Baker-Sumpter road. We understand that is already O. K. 'd, and the Commission has promised new gravel surfacing through Sumpter Valley. We sure don't want that to be forgotten or sidetracked. Especially we would be pleased to see the surveying in progress. We surely have the narrowest piece of state highway in Oregon. There is no other piece of highway I know of as in our rock gorge on Powder River where cars always have to stop and back up to pass. There has been no improving on that road since it was built by the county 30 years ago. A logging truck had a bad wreck in the gorge this last month. It is so narrow that bark is scraped from logs on the rock sides. Now that the state owns the abandoned Sumpter Valley Railroad right of way it is suitable for improvement as has been done the 13 miles from Baker this way.

Sincerely yours,

/s/ Brooks Hawley
Sumpter Stage
Baker, Oregon.

COPY

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Maint
[illegible]
Sumpter Sec Vol

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 5, 1952

SUBJECT: Special Maintenance for 1953
Sumpter Secondary

To:

Mr. E. F. Chidsey
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

The Commission, at the October meeting, ordered a $35,000 Special Maintenance Project, in 1953, for crushed gravel on Sumpter Secondary, from the end of the oil through the town of Sumpter.

16
7500

This amount was based on use of about 1000 yards per mile, for 16 miles.

I suggest size of crushed gravel 3/4" minus, so the road can be kept smooth; and, further, that about 500 yards be stockpiled for maintenance.

Please locate a source where gravel tailings can be crushed, and prepare special provisions for a contract.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:IH
(in duplicate)
cc: W. W. Stiffler

NOTED
W. W. STIFFLER

RECEIVED

FOR FILING

[illegible]

Hiway

Sumpter Valley Sec

Baker, Oregon
c/o Sumpter Stage
Oct 28, 52

REFERRED TO
BY SECRETARY

NOTED
W. C. WILLIAMS

H. B. Glaisyer, Sec.
Oregon State Hiway Commn.
Salem, Oregon.

Dear Sir,

Rec'd your letter dated Oct 27. and note its contents that you are planning to construct a light re-surfacing on Sumpter Valley Hiway in 1953, and using the crushed dredging tailings for it, this news will be music to Sumpter Valley people.

I have a few pictures taken of our ~~h~~ road. & since I have them I will send them on to you, just to show you. I am not complaining for nothing, Thanks a million for showing some consideration for our road & people. I am,

Yours Truly
Mrs Brooks. Hawley

REFERRED TO
Williams
By State Highway Engineer

RECEIVED
1952
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

NOTED
W. W. STIFFLER

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11-/52

October 27, 1952

Mrs. Brooks Hawley
c/o Sumpter Stage
Baker, Oregon

Dear Mrs. Hawley:

Reference is made to previous correspondence concerning the condition of the Sumpter Valley Highway and your request for the immediate improvement of the same.

Investigation of the conditions has been made by the Engineering Department, and a report on the subject was rendered by the State Highway Engineer to the State Highway Commission at its meeting last week. It appeared from the report that the cost to improve the 16 mile section from the end of the oiled section at Poker Creek to the town of Sumpter by grading, surfacing, and oiling is about $500,000. That sum of money is not available to the Commission at the present time; moreover, the Commission could not justify such an expenditure by the volume of the traffic that uses the road.

In order to eliminate some of the things of which you complain, the Commission did authorize an expenditure of approximately $35,000 to construct a light resurfacing on this section using crushed dredging tailings which type of improvement will make it possible to maintain the highway as an untreated macadam until such time as funds are available to finance a higher type improvement. It is anticipated that the work will be done in 1953.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

State Highway 2 miles from Sumpter

This road is in worse shape than when Baker County built it in 1929

Oh Boy!

Haven't got a picture yet that shows the dust for a mile behind as bad as it is.

Yes, we are very thankful that you will re-gravel this next year.

Oct. 1952

State Highway 2 miles from Sumpter

This road is in worse shape than when Baker County built it in 1929

Oh Boy!

Haven't got a picture yet that shows the dust for a mile behind as bad as it is.

Yes, we are very thankful that you will re-gravel this next year.

Oct. 1952

State Highway 4 miles below Sumpter

Our house is at left. this is what I get. Couple of dozen times daily from log trucks. Not mentioning Cars. When the driver saw me taking the picture he slow'd down & I didn't get a real good one of the dust. I wish he hadn't been quite so polite.

Oct. 1952

State Highway 2 miles from Sumpter

This is not a piece [illegible] road under construction. This is simply worn out gravelled road. Here is where the young chap was killed riding on his motor cycle. [Rather it was near this in a similar set of holes]

The state maintenance crew is now filling such holes with gravel as fast as new places break through.

Oct, 1952

State Highway 2 miles from Sumpter

Notice the nice flowing dirt.

As soon as the logging trucks break through the thin gravel surface there is nothing but volcanic ash soil underneath

Oct. 1952

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October 14, 1952

Oregon State Highway Commission

Gentlemen:

Reference is made to two letters from Mrs. Brooks Hawley of Sumpter, Oregon, which Mr. Maisyer has acknowledged and of which you have copies. Mrs. Hawley complains of the dust nuisance, potholes in the untreated macadam and ruts in the surface, which occurred during the spring of the year.

The section referred to is 16 miles in length from the end of the oil at Poker Creek (four miles from the junction of the Baker-Unity Highway) to Sumpter. The light macadam surface on this road has been suitable for the light traffic until the last two or three years when there has been a considerable increase in log hauling. The average daily traffic of all vehicles is 163 at the junction with the Baker-Unity Highway, 73 at a point eight miles northwest of the junction, and 250 at Sumpter, or an average of approximately 200. The macadam surfacing was worn down to the base course, and the log trucks occasionally break through the base. It is impossible to maintain this type of road with a smooth surface and free of dust.

To improve the 16 miles would require regrading, as the majority of it is too narrow to support the thickness of surfacing necessary to accommodate the truck traffic; therefore, a rough estimate of the cost to grade, surface and oil the 16 miles is approximately $300,000.

It is my thought that the traffic does not justify an expenditure in that amount at the present time; however, I do recommend a light resurfacing of about two inches of crushed dredging tailings, which would amount to about 1,000 cubic yards per mile at an estimated cost of about $35,000, which treatment is necessary to properly maintain the section as an untreated macadam. This treatment would enable us to maintain a smoother surface and could be charged to special maintenance in 1953.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. W. Stiffler
Mr. C. H. Maison

WWS:er lg

FORM E-30 37,900 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 9, 1952

SUBJECT:

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Mr. Stiffler:

Please refer to your September 29th letter requesting a report and recomendations by October 10 on the condition of the Sumpter Valley Secondary Highway in response to a complaint made by a Mrs. Brooks Hawley of Sumpter. Herewith a good report from Maintenance Superintendent Young which was transmitted to this office by Assistant Division Engineer Bickmore. You will note that Mr. Young states that the conditions are substantially as stated by Mrs. Hawley.

A lack of rain since early September has prevented our doing any blading during the past month. However, the section crew is filling the worst holes with bar run gravel. The first four miles of this highway from Salisbury Junction to Mile Point 4.05, was oiled with an 0-11 over 8" of topping and 2" of rock surfacing, under Contract No. 3355, completed July 16, 1951. Sumpter Post Office is at Mile Point 19.67, and the end of the state's portion of this road is at Mile Point 22.81. Recent surface maintenance costs on this highway are as follows:

	Miles Untreated Macadam	Surface Maint. Cost Per Mile	Ave. Surface Cost Untreated Macadam On All Secondaries
1950	22.81	$513	$400
1951	18.69	488	436
1952 through Sept.	18.69	270	- -

With the work now in progress, and the work done in September as stated in Young's report, we would expect this cost per mile to increase sharply by the end of the year. We note that our proposed 1953 Budget includes an allotment for section maintenance only on this highway.

A.D.T. 153 at Jct.
73 2 Mi N.W.
254 at Sumpter

Very truly yours,

John Bond
for L. R. Chandler
Assistant Maintenance Engineer

JB:dk
Encl.
cc

[illegible] 1952 [illegible]

NOTED
W. W. STIFFLER

FORM E-30X 25M 6-51 50116

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 7, 1952

SUBJECT:

To:

Mr. E. A. Collier
Maintenance Engineer
State Highway Department
Salem, Oregon

Attention: L. R. Chandler

Dear Sir:

In your letter of September 30th you requested that an investigation be made of the conditions on the Sumpter Valley Secondary Highway, as reported by Mrs. Brooks Hawley in her letter addressed to the Commission.

Mr. Young has made this investigation and prepared a comprehensive report, which is hereto attached in duplicate.

Very truly yours,

E. G. BICKMORE
Ass't. Division Engineer

EGB/pd

October 7, 1952

Mrs. B. Howley
c/o Sumpter Stage
Baker, Oregon

Dear Mrs. Howley:

I am in receipt of your letter of October 5, 1952 directed to the State Highway Commission with further reference to the condition of the Sumpter Valley Highway. I am referring it to the State Highway Engineer, Mr. R. H. Baldock, for his consideration, along with your previous letter, in the preparation of his report to the State Highway Commission.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
R. H. Baldock

Chas. Point, 21, Dies as Cycle Hits Rough Road Sunday

Girl Companion Hurt In Mishap Near Sumpter, Recovers

Deep holes in the surface of Sumpter highway four miles east of that town at about 7:30 Sunday night cost the life of a Baker motorcycle rider, Charles Walter Point, 21, and slightly injured his companion, Miss Mary Lou Anderson, 18.

Returning via the Sumpter loop forest road after an outing at Anthony lake, the two were apparently not traveling fast, state police said. They were slowed by the

CHARLES W. POINT

rough road but hit the deep "chuck" hole as they came over a rise on the highway. The hole was said to be 14 to 18 inches deep.

Miss Anderson was discharged from the hospital on Monday. Among other injuries she suffered cuts and loss of blood as well as severe shock. She went home Monday morning to Hereford with her parents, Mr. and Mrs. James Anderson but was not able to return this week to her work as clerk in the office of the district attorney.

Their cycle apparently flipped over, pinning Miss Anderson beneath and a wheel or other part of the machine, or possibly just the impact with the hard gravel, crushing Mr. Point's skull and left eye. He apparently died instantly.

The Elks first aid car was called but Miss Anderson was brought to Baker by a passing motorist, Jimmy Dickison. The county coroner, Thad Beatty, brought in the body of the Baker young man. No inquest will be held.

Speed Not Cause

Officers said the cycle was not traveling more than 20 miles an hour. Pieces of the windshield were scattered for a distance of only about ten feet and the vehicle and riders came to rest in the center of the highway.

Mr. Point resided at 935 Elm

note the 14 to 18 in deep

Baker Oregon
c/o Sumpter Stage
Oct 5, 52.

State Commission
, Oregon,

ACKNOWLEDGED
H. B. GLAISYER

rs,

Rec'd a reply from you Sept
undated letter which I sent
little over a couple of wks ago
Sumpter Valley Hiway.
led for my letter that our
would bring a accident-
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out of the paper pieces
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holes in the road. Just
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ontinuous flow of hunters
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more holes. what the road
is a new coat of gravel

Chas. Point, 21, Dies as Cycle Hits Rough Road Sunday

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CHARLES W. POINT

note the 14 to 18 in deep

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Speed Not Cause

Officers said the cycle was not traveling more than 20 miles an hour. Pieces of the windshield were scattered for a distance of only about ten feet and the vehicle and riders came to rest in the center of the highway.

Mr. Point resided at 935 Elm with an aunt and uncle, Mr. and Mrs. Higgins Williams. He was born Oct. 12, 1930, in Baker, attended the city schools, graduating in 1949 from Baker high where he had played football and basketball.

Surviving are his mother, Mrs. Myrtle Johnson, and two brothers, James A. Point and Michael I. Point, all of Monterey, Calif., a sister, Mrs. Charlene Fray of Carmel, Calif.; and a third brother, Pvt. Henry E. Point, with the army in California; his grandparents, Mr. and Mrs. M. H. Mulvahill of Baker. His father died several years ago.

He has driven truck for the past summer at the Pacific Sand and Gravel company contract on the Ladd Canyon highway job.

Baker Oregon
c/o Sumpter Stage
Oct 5, 52.

Hiway State Commission
Salem, Oregon,

ACKNOWLEDGED
H. B. GLAISYER

Dear Sirs,

Rec'd a reply from you Sept 24, to my undated letter which I sent to you a little over a couple of wks ago in regards to Sumpter Valley Hiway.

I stated in my letter that our hi-way would bring a accident before anything was done - This clipping out of the paper proves my statement & the accident happened 1 mile from our home - and the accident was caused because of pot holes in the road. Just now some of the holes are fixed but due to the heavy logging trucks and continuous flow of hunters coming over it. it won't be long there will be more holes - what the road needs is a new coat of gravel

2/ all the way from Sumpter to where the road is hard surfaced.

And we are hoping that you will consider giving us another 4 or 5 miles of hard surface from the Baker end of road,

Yours truly
Mrs B. Hawley

COPY

Baker, Oregon
C/O Sumpter Stage
October 5, 1952

Hiway State Commission
Salem, Oregon

Dear Sirs,

Rec'd a reply from you Sept. 24, to my undated letter which I sent to you a little over a couple of wks ago in regards to Sumpter Valley Highway.

I stated in my letter that our hi-way would bring an accident before anything was done - This clipping out of the paper proved my statement and this accident happened 1 mile from our home - and the accident was caused becuase of pot holes in the road. Just now some of the holes are fixed, but due to the heavy logging trucks and continuous flow of hunters coming over it, it won't be long there will be more holes. What the road needs is a new coat of gravel all the way from Sumpter to where the road is hard surfaced.

And we are hoping that you will consider giving us another 4 or 5 miles of hard surface from the Baker end of road.

Yours truly

/s/ Mrs. B. Hawley

COPY

NOTED
W. W. STIFFLER

FORM E-30 37,000 4-52 98505

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
Oct. 2, 1952

SUBJECT:

To:

Mr. E. F. Chidsey
Division Engineer
Oregon State Highway Department
La Grande, Oregon

Dear Sir:

With reference to Mr. Chandler's recent request for report on conditions and necessary corrective measures on the Sumpter Valley Secondary Highway, I submit the following:

The conditions as outlined by Mrs. Brooks Hawley's recent letter are substantially correct. There are 16 miles from the end of the oil at Poker Creek to Sumpter which consist of a badly worn out gravel surface. This surface has in the past been sufficient to hold the light traffic using the road, however, we have started having a great deal of logging traffic over this section and they are punching holes in the gravel surface faster than we can fill them.

September 9 through 11 we had a considerable amount of rain at which time we gave the road a very thorough blading and within one week all the old holes reappeared along with many new ones. Further blading was impractical due to lack of moisture and we will be unable to do any blading which will do any good until we get the fall rains; however, at this time we have the section crew working on this section, hauling bar run materials in from the adjacent tailing piles. Burnt River Lumber Company has offered us the use of their water wagon in helping set up this material. Obviously we can only get the very worst spots under this system with our section crew and their equipment. I anticipate that the holes will appear faster than they can be filled.

The dust nuisance, as noted by Mrs. Hawley, is very bad. We have also had complaints of the same condition through the City of Sumpter. This will correct itself with the advent of the rains.

For the amount of traffic this road carries, there should be an oiled surface; however to oil this road and have any assurance that we could maintain same without prohibitive maintenance costs would require that an 8" to 10" base be put under the oil. The construction of this base would require the road to be widened to accommodate same. The section between Poker Creek and California Gulch is very narrow and would require a heavy grading job to bring it up to standard of allignment and width.

Mr. Bickmore recently made an estimate for the improvement of this road. I am not entirely familiar with his figures, but a very rough estimate to accomplish the purpose above outlined would be as follows:

Heavy grading, 4 mi. @ $20,000 per mi.	$80,000.
Light grading, 12 mi. @ $5,000 per mi.	60,000.
16 mi. bar run base 8" thick	70,000.
16 mi. 3/4" - 0 materials	41,000.
Total (without oil mat)	$251,000.
16 mi. oil mat, 0-9	64,000.
Grand total	$315,000.

16 @ 11,000 = 175000
Surf = 125000
$300,000
Oil [illegible]
360
41
400,000

The above estimate is based on the asumption that no new right of way, other than that acquired from the Sumpter Valley Railroad, will be required.

Very truly yours,

L. H. Young

L. H. Young
Dist. Maint. Supt.

LHY:mr
copies

RECEIVED
SEP 30 1952
FOR FILING

P

Maint
Hawley
Sumpter Valley [illegible]

Salem, Oregon
September 29, 1952

Mr. E. A. Collier

Herewith is a copy of a letter from Mrs. Brooks Hawley, Sumpter Valley, Oregon, directed to the Highway Commission, which Mr. Glaisyer has acknowledged, referring copies to each Commissioner. Mrs. Hawley requested the Commission to take some action on the dust nuisance and the "terrible ruts" in the Sumpter Valley Secondary Highway.

Will you please have the conditions investigated and give us a report together with your recommendations and a rough estimate for the construction of an oiled surface. The report should be returned to your office not later than October 10, so that the information will be available to report to the Highway Commission on October 13 or 14 at the latest.

W. W. Stiffler

WWS:er

Enclosure

P

September 24, 1952

Mrs. Brooks Hawley
C/O Sumpter Stage
Baker, Oregon

Dear Mrs. Hawley;

There was received in todays mail your undated letter in which you complain of the condition of the Sumpter Valley Highway and request immediate improvement of the same in order to eliminate what you term, terrible ruts and clouds of dust, that are caused by logging trucks.

I am refering your letter to the State Highway Engineer for such investigation as he deems necessary and report to the Highway Commission. You will be informed when action has been taken in the matter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:sl

CC:
Commissioners
R. H. Baldock

Baker, Oregon
c/o Sumpter Stage.

State Hi Way Commission,
Salem. Oregon.,

ACKNOWLEDGED
H. B. GLAISYER

Dear Sirs

I am just a housewife living in Sumpter Valley right on the Hiway and I have a Complaint to make and I make it for all the Valley people. and I don't spose it will do much good, but anyway I will tell you how we feel about the terrible ruts and clouds of dust the logging trucks are causing. When they pass you one has to stop your car for a few minutes to get clear vision if there should happen to be another car behind you. Coming full speed will one just don't know what would happen. And our children ride to Baker on the School bus this endangers their lives also. Spose something like that will happen before anythings done.

At present there must be close to 10 trucks hauling logs from Granite it seems every half an hour there is a truck go by, the road is scarce of gravel wearing down to the dirt that is why the weight of trucks & cars break the road down into big holes large enough to break a wheel on your car. Sometimes you wonder just which side of the road to travel on for least holes.

I think the Sumpter Valley Ranchers are entitled to a descent road after all the years they have lived here. at least have gravel on it and not boulders like they put on three years ago - We have enough rock left by the Dredging Company in the Valley if you put a rock crusher here. to gravel our High Way. And I think we have the traffic on this road to warrant a better road. of course we would like the hard surface like you did fix ~~from~~ the from the Junction toward the Gorge. but if you haven't this is mind to continue for sometime to come. ~~I only~~ think it would only be fair to give us a gravel road. and in the future Concentrate on the Hard Surface.

Will you please do something immediately about the dust hazard that the trucks are causing. or is there anything one can do?-

Yours truly.
Mrs Brooks Hawley.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 20 1953
FOR FILING

191-1-1

[illegible]

February 19, 1953

R. H. Sussex
P. O. Box 1,
Bellingham, Washington

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contract No. 3858 for rock surfacing on the Poker Creek-Sumpter Section of the Sumpter Valley Highway in Baker County. This award was based on your bid of $30,800.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.
cc H. G. Smith
S. H. Probert
W. M. Franzwa SIAC

BFI-303(4) Boeckman Rd. Gr. Separation 1953
Struct., W. Portland-Hubbard
#3859 Hwy.

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 7, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3859	5-final	BIRKEMEIER & SARMAL	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13062	R-97947	$ 3,798.71	7/6/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Dec. 31, 1953

Time Extensions: to April 1, 1954
to May 11, 1954

Completion Date: Apr. 20, 1954

Date Accepted: May 11, 1954

Penalties: None

Claims: None

Remarks:

Date: 7-7-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 8 1954

NOTED ON CARD
[illegible]

RECEIVED
FOR FILING

[illegible]
[illegible]

June 18, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3859 covering the Boeckman Road Grade Separation on the West Portland-Hubbard Highway in Clackamas County was completed by the contractor, Birkemeier & Saremal, on April 20 and was formally accepted by the Highway Commission on May 11, 1954.

Final payment in the amount of $3,798.71 will be released to the contractor on or after June 28, 1954. The total contract amount is $42,715.96 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
6-18-54

RECEIVED
FOR FILING
-1-3 -(11)
3859

May 17, 1954

Birkemeier & Carenal
301 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on May 11, 1954, had under discussion your request for an extension of time from April 1 to May 1, 1954 within which to complete your contract No. 3859, covering the Boeckman Road Grade Separation on the West Portland-Hubbard Highway in Clackamas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Lloyd Query, Assistant Secretary

gl

cc: T. H. Skelton,
Division Engineer

Marshall Dresser,
Resident Engineer

C. S. Paxson,
Assistant State Highway Engineer

NOTED ON CARD
5-17-54 gl

RECEIVED
FOR FILING

RF1-303(4)

P851

April 20, 1954

Request for extension of time
No. 4
May 11 and 12 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Boeckman Road Grade Separation
Contract No. 3859

Birkemeier & Saramel, contractors for the construction of the Boeckman Road Grade Separation on the West Portland-Hubbard Highway in Clackamas County, have requested a second extension of time from April 1, 1954, to May 1, 1954, in which to complete this contract.

This bridge was completed and traffic routed over it during November 1953. The only remaining work to be done is the placing of the concrete-block slope protection, which work is now in progress. Inclement weather has hampered the progress of this work.

No additional engineering expense nor public inconvenience will result from this extension. It is recommended that the extension be granted without penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this extension.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMB/ds
Attached

RECEIVED
FEB 5 - 1954
FOR FILING

February [illegible], 1954

Birkemeier & [illegible]
3[illegible] Lewis Bldg.
Portland [illegible], Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 21, 1954, has under consideration your request for an extension of time from [illegible] to April 1, 1954 within which to complete your contract No. [illegible], for construction of [illegible] of the [illegible] Portland-[illegible] Highway in Clackamas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: [illegible] Skelton,
Division Engineer

[illegible] Allen,
Resident Engineer

[illegible] Paxson,
Assistant State Highway Engineer

RECEIVED
FOR FILING

January 19, 1954

Request for extension of time
No. 17
January 21 and 22 meeting

Oregon State Highway Commission

Gentlemen:

Re: Boeckman Road Grade Separation
Contract No. 3859

Birkemeier & Parsons, contractors for the Boeckman Road Grade Separation structure on the Portland-Salem Expressway in Clackamas County, have requested an extension of time to April 1, 1954, in which to complete the work on this contract. The specified completion date in the contract is December 31, 1953.

This grade separation structure has been in service for several months. The contractors were told that they could postpone the placing of the concrete slope protection so that the approach fills would have time for settlement.

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is a copy of the concurrence of the Bureau of Public Roads in this time extension.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encls.

PMS/ds

RECEIVED
MAR [illegible] 1953
FOR FILING

BF1-303(4)

March 25, 1953

Birkemeier & Saremal
301 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3859, which was awarded to you on February 18, 1953 by the State Highway Commission, for the Boeckman Road Grade Separation on the West Portland-Hubbard Highway in Clackamas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl
encl. 1

RECEIVED
FEB 20 1953
FOR FILING

BF1-303(1)

3859

February 19, 1953

Birkemeier & Saremal
301 Lewis Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contract No. 3859 for construction of the Boeckman Road Grade Separation Structure over the West Portland-Hubbard Highway in Clackamas County. This award was based on your bid of $45,530.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.
cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franswa SIAC

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-[illegible](4)

February 18, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence of this date in award of contract No. 3859 for Oregon Project BFI-303(4), Boeckman Road Undercrossing Structure on the Boones Ferry Road-Willamette River Unit of the West Portland-Hubbard Highway, to Birkemeier and Saremal of Portland, Oregon, low bidder in the amount of $45,530.00 at the February 18, 1953 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
FEB 23 1953
OREGON
STATE HIGHWAY COMMISSION

cc

cc Files

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FOR FILING
OREGON DISTRICT

BFI-303-4

[illegible]

BFI-303(4)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 3, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-303(4), Boones Ferry Road-Willamette River Unit, Barbur Boulevard-White School Section (Boeckman Road Grade Separation) of the West Portland-Hubbard Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

3-8308 Mt. Hood Rock Prod. Proj., 1953
Mt. Hood & Wapinitia Hwys.
#3860

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 15, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3860	4-final	ROGERS CONSTRUCTION CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20185	R-78373	$ 1,568.45	10.15/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: July 15, 1953

Time Extensions: Extended to Sep. 1, 1953 without penalty

Completion Date: Aug. 31, 1953

Date Accepted: Sep. 24, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-16-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
Floyd Query

Warrant Mailed:

G.A.

10-19-53 R

RECEIVED
OCT 16 1953
FOR FILING

October 14, 1953

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from July 15 to September 1, 1953 within which to complete your contract No. 3860, covering the Mt. Hood Rock Production Project in Clackamas, Hood River and Wasco Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: A. G. Skelton,
Division Engineer

Tom Opedal,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
OCT 1953
FOR FILING

386-

October 6, 1953

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N.Y.

Gentlemen:

State highway contract No. 3860 for work performed on the Mt. Hood Section of the Mt. Hood & Wapinitia Highways in Clackamas, Hood River and Wasco Counties was completed by the contractor, Rogers Construction, Inc., on August 31, 1953 and was formally accepted by the Highway Commission on September 24, 1953.

Final payment in the amount of $1,568.45 will be released to the contractor on or after October 16, 1953. The total contract amount is $52,281.69, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

fm

cc - The Fidelity & Casualty Company of New York
Mallett, Fisher & Carlo, Inc.
U.S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

10-6-53

Form E-1

3-8365

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 19, 1953

Section	Mt. Hood Rock Production Project	Kind of work	Rock Production
Highway	Mt. Hood & Wapinitia	Section prefix	3-8308
Contractor	Rogers Construction, Inc.	Contract number	3860
Date of contract	February 18, 1953	Date of completion	July 15, 1953
Date work started	June 3, 1953	Estimated date of completion	Sept. 4, 1953
Amount of contract	$ 53,817.50	Per cent of time elapsed	135 %

Estimated cost of completed project, exclusive of engineering . . . $ 52,281.69

Per cent of contract completed, based on total contract price . . . 100 %

Engineering cost to date $ 2,300, 56 % Date project was completed Sept. 4, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

On September 19th grading and clean-up work were completed on the wide parking area at Mile Post 56.7 which was used as a plant site during crushing operations.

NOTED
H. G. SMITH

NOTED
FORREST COOPE

NOTED
B. A MARTIN

RECEIVED
SEP 22 1953
OFFICE OF
CONSTRUCTION ENGINEER

Signed Tom Opedal,

Address Portland Division Office

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			12,800		
Estimated quantities moved or placed to date			12,929.6		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
SEP 17 1953
FOR FILING

3-9205

September 16, 1953

Request for extension of time
No. 8
September 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Rogers Construction Company for an extension of time on the Mt. Hood Rock Production project, Contract No. 3860, from July 15, 1953 to September 1, 1953.

While this project was awarded in February, the quarry was located in a snow area which did not permit the contractor to set up his plant until the first week in June. As soon as he was able to enter the area, he started work and proceeded in a very satisfactory fashion.

There was no inconvenience or added expense to the Department, and I therefore recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

RECEIVED
FOR FILING

3-9-55

September 16, 1953

Request for extension of time
No. 8
September 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Rogers Construction Company for an extension of time on the Mt. Hood Rock Production project, Contract No. 3860, from July 15, 1953 to September 1, 1953.

While this project was awarded in February, the quarry was located in a snow area which did not permit the contractor to set up his plant until the first week in June. As soon as he was able to enter the area, he started work and proceeded in a very satisfactory fashion.

There was no inconvenience or added expense to the Department, and I therefore recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

RECEIVED
FOR FILING
3-92.7

September 16, 1953

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction, Inc. in connection with contract No. 3860, for the Mt. Hood Rock Production Project in Clackamas, Hood River and Wasco Counties.

This payment, in the amount of $18,676.71, will be released to the contractor on or after September 26, 1953. The retained percentage is $1,568.45.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
9-[illegible]-53

RECEIVED
[illegible] 1953
FOR FILING
2-8[illegible]

March 25, 1953

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, four fully executed copies of contracts which were awarded to you on February 18, 1953 by the State Highway Commission, as follows:

Contract No. 3860, for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties.

Contract No. 3861, for the Parkdale Rock Production Project on the Mt. Hood and Hood River Highways in Hood River County.

Contract No. 3865, for grading and paving on the North Unit, Bend-Lapine Section of The Dalles-California Highway in Deschutes County.

Contract No. 3873, for rock Production on the Mitchell-Willow Creek Section of the Ochoco Highway in Wheeler County.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl
encls. 4

RECEIVED
FEB 20 1953
FOR FILING

3860

February 19, 1953

Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contracts Nos. 3860 and 3861 for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties and the Parkdale Rock Production Project on the Mt. Hood and Hood River Highways in Hood River County. These awards were based on your bids of $49,500.00 and $64,700.00 respectively, which made a total low combination bid of $114,200.00. Bids on these projects were submitted to the Commission on February 18, 1953.

I enclose for your immediate information a copy of the proposal forms which contain the specifications and special provisions pertaining to these jobs which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

el
encl.
cc: H. G. Smith
S. H. Probert
W. M. Fraaswa SIAC

14-8308 Parkdale Rock Prod. Proj., 1953
Mt. Hood & Hood River Hwys.
#3861

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 19, 1954

(CONTRACT NO.) 14-8315	(EST. NO.)	(CONTRACT0R)
3861	5-final	ROGERS CONSTRUCTION INC.

~~(VOUCHER NO.)~~	(WARRANT NO.)	(AMOUNT)	(DATE)
299	R-84921	$ 1,917.31	18 1/[illegible]54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1953

Time Extensions: To Nov. 15, 1953 without penalty

Completion Date: Nov. 13, 1953

Date Accepted: Dec. 10, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-20-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer

H. B. Glaisyer
Secretary

Warrant Mailed:

CARD
1-21-54

RECEIVED
JAN 5 - 1954
FOR FILING

January 4, 1954

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 3861 covering the Parkdale Rock Production Project in Hood River County was completed by the contractor, Rogers Construction, Inc., on November 13 and was formally accepted by the Highway Commission on December 10, 1953.

Final payment in the amount of $1,917.31 will be released to the contractor on or after January 14, 1954. The total contract amount is $63,320.54, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

1-11-54

RECEIVED
DEC 30 1953
FOR FILING

December 29, 1953

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 10, had under discussion your request for an extension of time from September 30 to November 15, 1953 within which to complete your contract No. 3861 for the Parkdale Rock Production Project on the Mt. Hood and Hood River Highways in Hood River County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. F. Chandler
Division Engineer

L. V. Blickenstaff,
Resident Engineer

H. O. Smith,
Construction Engineer

RECEIVED
DEC 2 - 1953
FOR FILING

14-9-16

December 1, 1953

The Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction, Inc. on contract No. 3861, covering the Parkdale Rock Production Project on the Mt. Hood and Hood River Highways in Hood River County.

This payment, in the amount of $32,186.53, will be released to the contractor on or after December 11, 1953. The retained percentage is $1,899.07.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

ED ON CARD

12-1-53

RECEIVED
NOV 23 1953
FOR FILING

[illegible]
3861

November 23, 1953

Request for extension of time
No. 12
Oregon State Highway Commission December 10 and 11 Meeting

Gentlemen:

Herewith is a request from Rogers Construction, Inc. for an extension of time on the Parkdale Rock Production Project on the Mt. Hood and Hood River Highway, Contract No. 3861, from September 30, 1953 to November 15, 1953.

Inclement weather during the spring months prevented the contractor from moving in on the job as soon as would normally be anticipated. The materials from this contract are for 1954 maintenance and there will, therefore, be no additional expense or inconvenience to the Department.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP:js fp

Form E-1—[illegible]

14-8305

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 7, 1953, 19 53

Section Parkdale Rock Production Project

Kind of work Rock Production

Highway Mt. Hood & Hood River

Section prefix 14-8303

Contractor Rogers Construction, Inc.

Contract number 3861

Date of contract February 18, 19 53

Date of completion September 30, 19 53

Date work started August 3, 19 53

Estimated date of completion November 15, 19 53

Amount of contract . . . . $ 68,656.50

Per cent of time elapsed 120 %

Estimated cost of completed project, exclusive of engineering . . . . $ 68,000.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 3,700, 70 %

Date project was completed 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The crusher operated 5 days this week and completed the job. The semi-final estimate will be submitted to the Division Office next week.

NOTED
H. G. SMITH

NOT
FORREST COO

Signed J. V. Blickenstaff

Address Box 385 Hood River, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

RECEIVED
MAR 26 1953
FOR FILING

14-8309

March 25, 1953

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, four fully executed copies of contracts which were awarded to you on February 18, 1953 by the State Highway Commission, as follows:

Contract No. 3860, for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties.

Contract No. 3861, for the Parkdale Rock Production Project on the Mt. Hood and Hood River Highways in Hood River County.

Contract No. 3865, for grading and paving on the North Unit, Bend-Lapine Section of The Dalles-California Highway in Deschutes County.

Contract No. 3873, for rock Production on the Mitchell-Willow Creek Section of the Ochoco Highway in Wheeler County.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl
encls. 4

RECEIVED
FEB 20 1953
FOR FILING

[illegible]

3861

February 19, 1953

Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contracts Nos. 3860 and 3861 for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties and the Parkdale Rock Production Project on the Mr. Hood and Hood River Highways in Hood River County. These awards were based on your bids of $49,500.00 and $64,700.00 respectively, which made a total low combination bid of $114,200.00. Bids on these projects were submitted to the Commission on February 18, 1953.

I enclose for your immediate information a copy of the proposal forms which contain the specifications and special provisions pertaining to these jobs which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

4-1601 Astoria Traffic Signals. 1953

#3862

RECEIVED
FOR FILING
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 28, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3862	4-final	Geo. F. Andersen	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1698 16998	R-75127	$ 2,832.50	8/28/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: 8-31-53

Time Extensions: None

Completion Date: July 21, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-28-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD
[illegible]

Warrant Mailed: 8-28-53
[illegible]

RECEIVED
FOR FILING

[illegible]

August 18, 1953

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3862 for work performed in the Astoria Section of the Oregon Coast Highway in Clatsop County was completed by the contractor, George F. Andersen on July 21, 1953 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $2,832.50 will be released to the contractor on or after August 28, 1953. The total contract amount is $22,706.75, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Great American Indemnity Company
1 Liberty Street
New York 5, N.Y.

NOTED ON CARD

8-19 53

RECEIVED
MAR 17 1953
FOR FILING

1-1[illegible]1

March 16, 1953

Mr. George F. Anderson
1193 Grand Ave.
Astoria, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3862, which was awarded to you on February 18, 1953 by the State Highway Commission, for installing traffic signal in Astoria on the Oregon Coast Highway in Clatsop County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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RECEIVED
FEB 20 1953
FOR FILING

4 - 1601

2866

February 20, 1953

Mr. Chas. H. Reynolds
State Highway Commissioner
P. O. Box 898
La Grande, Oregon

Dear Mr. Reynolds:

We are enclosing herewith two copies of an agreement with the City of Astoria covering traffic signal installations along the one-way couplet of the Oregon Coast Highway in City of Astoria, which requires your signature.

When you have signed this agreement will you please return it to this office for further handling. A stamped addressed envelope is enclosed for your convenience.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

RECEIVED
FEB 20 1953
FOR FILING

1-1-1

3862

February 19, 1953

George F. Anderson
1193 Grand Avenue
Astoria, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contract No. 3862 for construction of Astoria traffic signals on the 9th Street-14th Street Section of the Oregon Coast Highway in Clatsop County. This award was based on your bid of $22,930.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.
cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa SIAC

file

RECEIVED
FOR FILING
FORM E-80 37,500 4-52 [illegible]

4-1601

3862

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 18, 1953

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Herewith certified check no. 3329 in the amount of $14,062.50 representing an advance deposit made by the City of Astoria on its share in the cost of traffic signal installations along the Oregon Coast and Columbia River Highways in Astoria.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange

Robert H. Prange
Office Engineer

check 3329 for $14062.50
to acctg. Div advance
fund 2-19-53
F Query

RHP:MM
Att.

cc: Mr. C. E. Maison

RECEIVED
FOR FILING

4-1661

3862

File

THE CITY OF ASTORIA, OREGON

November 18, 1952

RE: Proposed Traffic Signal
Lights, Astoria, Oregon

Oregon State Highway Commission
Salem, Oregon

[illegible] To Mr. [illegible]

Gentlemen:

The Common Council of the City of Astoria at its meeting held on November 17, 1952, expressed its approval of the proposed traffic signal lighting system as outlined by your engineers and wishes to incorporate the following into the contract for erecting poles, et cetera.

(1) Place isolating transformer bases in the poles tobe placed at the northwest and southwest corner of 9th and Commercial and at the northwest corner of 9th and Bond Streets.

(2) Place 2" conduit in the concrete bases of all other poles set under the traffic signal program.

All costs of this extra work will be paid for by the City of Astoria.

The City of Astoria will remove, also at its expense, all existing ornamental street lighting poles which conflict with the new traffic control poles. It is our understanding that this will require the removal of sixteen poles.

Thanking you for your cooperation, we remain,

Very truly yours,

THE CITY OF ASTORIA

By: (sgd) Brewer Billie

Brewer A. Billie, City Manager

BAB:emb

RECEIVED
FOR FILING
4-1601
3862

3783
3792

November 14, 1952

Mr. Brewer A. Billie
City Manager
City Hall
Astoria, Oregon

Dear Mr. Billie:

I am in receipt of your letter of November 10, requesting information which would allow you to use traffic signal poles for the installation of street lights, realizing that if such is done it will require special bases and poles. I understand that since your letter was written, Mr. Lawrence E. George, Signal Engineer for our Traffic Engineering Division has contacted you and discussed this matter with you in detail and you have all of the information you need for your council meeting on November 17.

We would appreciate receiving from you an expression of your decision at as early a date as possible so that we may incorporate your needs in our plans and specifications.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. F. B. Crandall

JAH:mm lg

Date: **November 13, 1952** ASSIGNMENT. No. 3833

By

Description: **Letter of November 10 from the City of Astoria and attached file (2) re installation of traffic signal at 11th and Duane Streets**

Acknowledged by _ _ _ _ _ Referred to _ _ **Crandall** ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxReturn with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

PLEASE RETURN TO
W. E. WILLIAMS

Assignment executed 11-14-52 Report received _ _ _ _ _ _ _

Remarks:

THE CITY OF ASTORIA, OREGON

MAYOR
PETER G. COSOVICH

COMMISSIONERS:
W. R. THOMPSON
L. F. VAN DUSEN

CITY MANAGER
BREWER A. BILLIE

COMMISSIONERS:
JOHN HELSTROM
ERIC HAUKE

November 10, 1952

PLEASE RETURN TO
W. C. WILLIAMS

Oregon State Highway Department
Salem, Oregon

Attention: Mr. W. C. Williams,
Assistant State Highway Engineer

Gentlemen:

We received your letter of October 28 in regard to the installation of the traffic signal at 11th and Duane Streets and appreciate your attempting to work this out along with the other traffic signals.

Recently, one of your engineers was here discussing the traffic signals with us and we understood that it might be possible to install a base under the signal poles at the intersection which would allow us to install traffic street lights on the poles. The approximate cost of each base would be around fifty dollars and it was planned that we would discuss this with the Common Council at its next meeting and advise as to whether we would like to have this done.

This will come up for consideration at the next Council Meeting November 17, however, we do not have enough information on this to discuss it intelligently. We would appreciate it very much if further information might be received on this.

Very truly yours,

THE CITY OF ASTORIA

By:
Brewer A. Billie, City Manager

BAB:emb

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NOV 12 1952
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. C. WILLIAMS

RECEIVED
[illegible]
FOR FILING

Maint
Traffic
Lights
astoria 3092

October 28, 1952

Mr. Brewer A. Billie
City Manager
Astoria, Oregon

Dear Sir:

This will acknowledge your letter of October 22 advising of the City's desire to install a traffic signal at the intersection of 11th and Duane Streets, and, further, the desire and request that this installation be included with the other work insofar as contracting is concerned.

It is believed that this can be worked out, and we will plan to include this intersection in the drafting of our plans and specifications for the over-all signal work in Astoria.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. F. B. Crandall

FBC:wws lg

No. 3792
By

ASSIGNMENT

Date: October 24, 1952

Description: Letter from Brewer A. Billie, City Manager, Astoria re inclusion of signal at 11th and Duane in contract.

Acknowledged by _____ Referred to ___ CRANDALL ___________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxx Return with rough draft of reply
Please prepare for ________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 10-28-52 done Report received ________

Remarks:

THE CITY OF ASTORIA, OREGON

MAYOR
PETER G. COSOVICH

COMMISSIONERS:
W. R. THOMPSON
L. F. VAN DUSEN

CITY MANAGER
BREWER A. BILLIE

COMMISSIONERS:
JOHN HELSTROM
ERIC HAUKE

October 22, 1952

PLEASE RETURN TO
W. C. WILLIAMS

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We understand that you are now making estimates on the installation of traffic and pedestrian lights at several of the intersections here in Astoria in connection with the one-way grid system.

In previous discussions regarding traffic lights we have felt that the corner of 11th and Duane should be signalized along with the others. We understand this would be at the city's expense.

It is desired that this be made a part of the general lighting contract if possible. We would appreciate hearing from you on this. Thanking you, we remain,

Very truly yours,

THE CITY OF ASTORIA

By: Brewer A. Billie
Brewer A. Billie, City Manager

BAB:emb

NOTED
F. B. CRANDALL

NOTED
W. C. WILLIAMS

RECEIVED
OCT 23 1952
OREGON
STATE HIGHWAY COMMISSION

4-1064 Divisions I and II Reoiling Project on ten state Hwys. in the N. 1953
W. part of the state.
#3863

OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 17, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3863	4-final	J. C. COMPTON CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15480	R-73706	$ 2,433.31	Aug. 14, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wihlander
ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1953
Time Extensions: None
Completion Date: July 1, 1953
Date Accepted: Aug. 6, 1953
Penalties: None
Claims: None
Remarks: Surety notified final to be paid after acceptance by Commission

---

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: A. A. Wihlander

...D ON CARD
8-15-53

RECEIVED
AUG 4 1953
FOR FILING

4-1-1

3863

August 3, 1953

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3863 covering Divisions 1 and 2 Reoiling Project on 10 State Highways in Clatsop, Yamhill, Columbia, Tillamook, Washington, Marion and Polk Counties was completed by the contractor, J. C. Compton Co., on July 1, 1953 but has not as yet been accepted by the Commission.

Final payment in the amount of $2,433.31 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $81,110.44, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, duesor demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
8-3-53, gl

RECEIVED
JUL 21 1953
FOR FILING

11-1969

[illegible]

July 20, 1953

Glens Falls Indemnity Co.
Pacific Coast Dept.
6th Floor Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. C. Compton Co. in connection with contract No. 3863, for Divisions 1 and 2 Reoiling Project on ten state highways in Clatsop, Yamhill, Columbia, Tillamook, Washington, Marion and Polk Counties.

This payment, in the amount of $45,172.11, will be released to the contractor on or after July 30, 1953. The retained percentage is $2,433.31.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
7-20-53

Form E-1—8M—3-50

4-1064

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 4, 19 53

Section Divisions 1 & 2 Reoiling Project

Kind of work Reoiling

Highway Ten State Highways

Section prefix 4-1064

Contractor J. C. Compton Co.

Contract number 3863

Date of contract Feb. 18, 19 53

Date of completion August 31, 19 53

Date work started May 4, 19 53

Estimated date of completion July 1, 19 53

Amount of contract $ 133,016.80

Per cent of time elapsed 68 %

Estimated cost of completed project, exclusive of engineering $ 133,016.80

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 5000.00, 49 %

Date project was completed July 1, 19 53

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed construction June 30, and completed maintenance July 1.

NOTED
RAY WEBBER

FORREST COOPER

Signed Tom Opsdal

Address P.O. Box 4699, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

7/7/53

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				28.74	
Miles partially completed					
Miles completed				28.74	
Total estimated quantities Asphalt				1460	
Estimated quantities moved or placed to date				1460	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				29	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 3, Rollers 2, Trucks ~~Mixers~~ 8, Distributor ~~Crushing or screening~~ plants 1

Retort ~~Compressors~~ 1, Broom ~~Bulldozers~~ 1, Trailers ~~Sheep-foot rollers~~ 4, Pickups 5, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday			
Friday			
Saturday			

State Printing Dept. 38842

RECEIVED
53
FOR FILING

4-1[illegible]

March 25, 1953

J. C. Compton Co.
Box 86
McMinnville, Oregon

Gentlemen:

We enclose herewith four fully executed copies of contracts, which were awarded to you on February 18, 1953 by the State Highway Commission, as follows:

Contract No. 3863, for Divisions 1 and 2 Reoiling Project on 10 State Highways in Clatsop, Yamhill, Columbia, Tillamook, Washington, Marion and Polk Counties.

Contract No. 3866, for paving on the Fremont Junction-Rosa Creek Section of the Warner Highway in Lake County.

Contract No. 3867, for grading and paving on the Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways in Lake County.

Contract No. 3868, for paving on the Lakeview (Pine St.N.) City Street Section in Lake County.

These copies are for your records and files.

An executed copy of each of the above contracts is also being sent to the surety on your performance bonds.

Very truly yours

H. D. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl
encls. 4

RECEIVED
53
FOR FILING
4-1064

March 17, 1953

REGISTERED MAIL

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

Your Contracts Nos. 3863, Divisions I and II Reoiling Project on 10 State Highways 3867, Fremont Junction-Rose Creek Section of the Warner Highway, 3868, Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways, and 3869, the Lakeview (Pine Street North) Section, have been received in this office fully executed.

We are, therefore, returning your certified checks in the amounts of $4,500, $8,500, $4,000 and $400 which you submitted with your proposals on February 18, 1953.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

cc - Accounting Division

RECEIVED
FEB 20 1953
FOR FILING

4-1064

[illegible]

8

February 19, 1953

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on February 10, 1953 awarded to you State Highway Contract No. 3863 for Division 1 and 2 Reoiling Project on Ten State Highways in Clatsop, Yamhill, Columbia, Tillamook, Washington, Marion and Polk Counties. This award was based on your bid of $85,288.80 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.
cc: H. G. Smith
S. H. Probert
W. M. Fransawa SIAC

6-1605 Lower Fourmile Road Junction 1953
Section of the Oregon Coast Hwy.,
#3864 7.71 miles S. of Bandon.

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 3, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3864	5-final	STANTON W. PAYNE

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23354	R-81513	$ 788.09	12/1/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 15, 1953

Time Extensions: None

Completion Date: July 25, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-3-53

To the Accounting Division:

Release of the above warrant is hereby authorized

HBGlaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:
a.a. Wiklander

NOTED ON CARD
12-3-53

RECEIVED
NOV 19 1953
FOR FILING

November 18, 1953

The Aetna Casualty & Surety Co.
Portland Service Department
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Contract No. 3864 for work performed on the Lower Fourmile Road Junction Section of the Oregon Coast Highway in Coos County was completed by the contractor, Stanton W. Payne, on July 25 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $788.09 will be released to the contractor on or after November 28, 1953. The total contract amount is $11,393.40, of which amount $51.51 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Ray D. Pollard Agency
21 11th Avenue West
Eugene, Oregon

NOTED ON CARD

11-18-53, gl

Form E-1—10M—7-50

6-1605

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 12, 1953, 19

Section Lower Fourmile Road Junction

Kind of work Grading & Surfacing

Highway Oregon Coast

Section prefix 6-1605

Contractor Stanton W. Payne

Contract number 3864

Date of contract Feb. 18, 19 53

Date of completion August 15, 19 53

Date work started March 11, 19 53

Estimated date of completion August 15, 19 53

Amount of contract . . . . $ 13,774.67

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 13,190.26

Per cent of contract completed, based on total contract price . . . . 96 %

Engineering cost to date $ 1,475.02, 140 %

Date project was completed July 25, 19 53

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Semi-final estimate was completed and mailed to the division office Wednesday.

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

NOTED
H. G. SMITH

Signed Geo. C. Baker Resident Engineer

Address Box 741, Port Orford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

RECEIVED
AUG 24 1953
FOR FILING

6-1455

3864

August 21, 1953

The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Attention: Mr. S. R. Walsh

Gentlemen:

We have your letter of August 20 concerning the retained percentage on State Highway Contract No. 3864, awarded to Stanton W. Payne. The amount of $2,307.57 mentioned in our letter of August 18 is the payment to the contractor and the retained percent that we still hold is in the sum of $500.00.

This contract was completed July 25, 1953, and accepted by the Commission on August 6, 1953.

The payment of $2,307.57 consists of $1,941.58 for work performed by the contractor between July 10 and July 25 and $365.99 was released from the amount previously retained.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

PORTLAND OFFICE
HAYWARD ANDREWS, MANAGER
308 YEON BUILDING
CAPITOL 9111

PORTLAND 4, ORE.

August 20, 1953

Oregon State Highway Department
Salem,
Oregon

Attention: Mr. H. B. Glaisyer
Secretary

Gentlemen:

RE: Bond 42 S 14909
Contract No. 3864
Stanton W. Payne

This is in reply to your letter of August 18, 1953. We are frank to say we do not understand entirely the substance of your letter which we received today.

The amount which has been retained, namely $2,307.57 appears to be considerably more than the usual retainage on a job of this size. Our file shows that the contract price on this job was $11,546.50.

Would you please be good enough to explain this difference to us? Is it possible that there have been additions to the contract of which we are not aware?

In your reply to this letter, please indicate the status of this work. We believe the job should be substantially completed by now.

We will appreciate your prompt reply.

Yours very truly,

S. R. Walsh
Supt. Fidelity & Surety Dept.

SRWalsh/hpa

1

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

PORTLAND OFFICE
HAYWARD ANDREWS, MANAGER
308 YEON BUILDING
CAPITOL 9111

PORTLAND 4, ORE.

August 20, 1953

Oregon State Highway Department
Salem,
Oregon

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Secretary

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Stanton W. Payne

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Would you please be good enough to explain this difference to us? Is it possible that there have been additions to the contract of which we are not aware?

In your reply to this letter, please indicate the status of this work. We believe the job should be substantially completed by now.

We will appreciate your prompt reply.

Yours very truly,

S. R. Walsh
Supt. Fidelity & Surety Dept.

SRWalsh/hpa

1

RECEIVED
FOR FILING

6-16

August 18, 1953

The Aetna Casualty & Surety Company
Portland Service Dept.
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Stanton W. Payne a portion of the funds heretofore retained by the Commission on contract No. 3064, covering Grading and Surfacing on the Lower Fourmile Road Junction of the Oregon Coast Highway in Coos County.

This payment, in the amount of $2,307.57, reduces the retained percentage to $500.00 Lump Sum. The present payment will be released to the contractor on or after August 28, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - The Aetna Casualty & Surety Company
Ray D. Pollard Agency
21 11th Avenue W.,
Eugene, Oregon

The Aetna Casualty & Surety Company
Hartford 15,
Connecticut

NOTED ON CARD
8-18-53

RECEIVED
MAR 17 1953
FOR FILING
6-1105

March 16, 1953

Mr. Stanton W. Payne
2475 River Road
Eugene, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3864, which was awarded to you on February 18, 1953 by the State Highway Commission, for grading and surfacing on the Lower Fourmile Road Junction Section on the Oregon Coast Highway in Coos County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FEB 20 1953
FOR FILING

6-11

3864

February 19, 1953

Stanton W. Payne
2475 River Road
Eugene, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contract No. 3864 for grading and surfacing the Lower Fourmile Road Junction Section of the Oregon Coast Highway in Coos County. This award was based on your bid of $11,546.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa SIAC

RECEIVED
FEB [illegible] 53
FOR FILING

6-[illegible]

3764

Cross Referenced To:
[illegible]
[illegible]
[illegible]

February 5, 1953

Mrs. Claiborn C. Turner
Box 634
Bandon, Oregon

Dear Mrs. Turner:

A petition dated November 3, 1952 regarding the junction of the Lower Fourmile Road with Highway US101 was received in this office on February 4.

Please be advised that we have had this matter under investigation for several years and that the Highway Commission, at its meeting in Portland on the 17th and 18th of this month, will receive bids for the improvement of US101 in the vicinity of Fourmile Road, said improvement estimated to cost approximately $20,000. This improvement had been recommended by our District Maintenance Superintendent, D. J. Sage, so that it would appear the request in your petition has been anticipated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

RECEIVED
FOR FILING

[illegible]

(45)

December 2, 1952

Miss Gladys Caughell, Clerk
School Dist. #10 CJ
Langlois, Oregon

Dear Miss Caughell:

I refer to your letter of October 8, 1952 directed to the Oregon State Highway Commission in which letter you ask the Commission to authorize an improvement on the Oregon Coast Highway #101 to eliminate a hazardous condition which you state exists at the point where Lower Four Mile Road enters this highway.

I referred your letter to the State Highway Engineer for investigation and report to the State Highway Commission. The investigation has been made and the Engineer reported his findings to the Commission at its meeting last week. He recommended expenditure of about $15,000.00 to correct the condition by a revision in the alignment of the highway and the elimination of two sharp curves.

You will be pleased to know that the Commission unanimously approved the recommendation. It is my understanding that the work will be done sometime during 1953.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:sl

RECEIVED
NOV 21 1952
FOR FILING

Coast
Rd.

November 17, 1952

Oregon State Highway Commission

Gentlemen:

Under date of October 8 Mr. Chandler acknowledged a request from School District No. 10, Langlois, Oregon, for some study and improvement of a hazardous entrance to U.S.101 of the Lower Fourmile Road, 7.7 miles south of Bandon.

The investigation reveals that the Lower Fourmile County Road, over which the school bus operates four times daily, makes an intersection with the Coast Highway on a sharp curve in a thorough cut, limiting the sight distance to the north to 250 feet.

The records of the Traffic Engineering Division disclose no accidents involving a school bus, although seven have occurred directly chargeable to either speed or alignment, or both, in this particular vicinity during the past five years.

Since no plans have been made for the improvement or modernization of this particular section of the Coast Highway, it is my recommendation that we correct the condition through a short revision 2,000 feet in length replacing the two sharp curves with two flat curves connected with 700 feet of tangent at an estimated cost of $15,000, which can be financed from the reserve fund for projects to be selected in the 1953 minor betterment budget.

This subject will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. W. Stiffler
Mr. C. H. Maison

WWS:er lg

RECEIVED
FOR FILING

FORM E-90 37,900 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 7, 1952

SUBJECT: Hazardous Junction of Fourmile Road with Oregon Coast Highway

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

Enclosed herewith are right of way descriptions and forms necessary for the purchase of right of way involved in the improvement of the hazardous Junction of Fourmile Road with the Oregon Coast Highway.

These descriptions were prepared last June by Resident Engineer George C. Baker and forwarded to the Construction Engineer, who was holding them pending authorization of funds to proceed with proposed improvement.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

AL:db
Encls.
cc-

Approved by Highway Commission November 24, 1952 as a Contract Project charged against 1953 Minor Betterment Budget.

NOTED
W. W. STIFFLER

FORM [illegible] 25M 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 7, 1952

SUBJECT: Accident Analysis -
Oregon Coast Highway
Lower Fourmile Road and Vicinity
US101 - Hwy. 9 - M.P. 299.88

To: Mr. E. A. Collier

Attached hereto is a map showing the motor vehicle accidents that occurred on the Oregon Coast Highway in the vicinity of Lower Fourmile Road between Stations 367+22 and 387+76. In this section in the five year and eight months period from January 1, 1947 to August 31, 1952, there were a total of seven reported accidents. There was one head-on collision resulting in a fatality; one rear-end collision; two turning movement collisions, and three non-collisions, one of which resulted in personal injury.

Between the south city limits of Bandon at M.P. 292.69 and the Curry County Line at M.P. 303.90 there were a total of 197 accidents in the same five year and eight month period as referred to above.

Accidents in the Lower Fourmile Road section and the Bandon-Curry County Line section by years are recapitulated as follows:

Year	Bandon-Curry Co. Line Section 11.21 Ms	Lower Fourmile Rd. Section
1947	24	2
1948	27	2
1949	29	2
1950	47	0
1951	44	1
8 mos. 1952	26	0
Total	197	7

Your attention is directed to correspondence on this subject between myself and Mr. Williams under date of April 14, 1952, Assignment WCW-3246.

/s/ F. B. Crandall

F. B. Crandall
Traffic Engineer

JAH:Mgt
cc - Mr. W. C. Williams

Copied for Maint. files 11-7-52 db

FORM E-90 27,500 4-52 26606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 3, 1952

SUBJECT: Hazardous Junction - Four Mile County Road with Oregon Coast Highway.

To:

Mr. W. W. Stiffler
Assistant State Highway Department
Office

Dear Sir:

We return herewith Record of Assignment No. 1009/WWS relative to the complaint of School District No. 10 Langlois, Oregon as to the hazardous Junction of the Lower Four Mile County Road with the Oregon Coast Highway, eight miles South of Bandon and just South of Four Mile Post Office.

The Langlois School Board complained of the hazard at this junction last January 17, 1952 and as a result of this complaint Mr. Edwards obtained authority to make a survey of a short section of the Coast Highway at this junction to determine a plan of improvement that would remove the hazard. This survey was completed in August of this year and the data forwarded to Mr. H. G. Smith who, not being familiar with the complaint from the school board, took no action in the matter. On October 7 the clerk of the school board addressed a letter to Mr. Sage, District Maintenance Superintendent and on October 8 a second letter to the State Highway Commission stating that they considered the hazard an emergency and requesting that immediate action be taken to correct the situation. Upon inquiry we located the survey data and the previous complaint and can now make the following report.

Mr. Sage reports that the 60-passenger school bus enters the highway turning both North and South and that in making the lefthand turn there is a tremendous hazard due to the fact that the sight distance is limited and the highway Southbound is on a descending grade so that vehicles travel south at a high rate of speed.

Mr. Sage reports that although there has been no accident involving a school bus at this intersection there have been several accidents where vehicles traveling south on the highway are unable to negotiate the reverse curves and pile up in the through cut just south of the Lower Four Mile Junction. The Lower Four Mile road approach also is on an ascending grade so that there is little possibility of improvement and for this reason it appears that the removal of the cut bank which limits sight distance to the North would not satisfactorily solve the problem. It is recommended therefore, that the highway alignment be improved from Station 370 to Station 390 which will eliminate the reverse curves and in doing so move the center line of the highway some 25 feet to the west at the junction leaving room for the bus on the shoulder at a level grade. It also corrects a very hazardous location on our Coast Highway which has been the scene of numerous traffic accidents.

The estimated cost of the proposed improvement is $12,000 plus the cost of two small parcels of right of way. We attach hereto a copy of Mr. Sage's letter of October 28, a detailed estimate of cost and a print of a map and profile showing the proposed improvement.

Mr. Edwards had proposed the project as a small contract job, however it would be possible to perform the work by State Force if it was felt that the project should be performed immediately. The item was not in the 1952 Minor Betterment Budget nor was it included in the 1953 budget but we believe 1952 funds are available.

We believe that the proper solution to this problem is the improvement of the short section of highway as proposed inasmuch as it will remove a serious hazard from the Coast Highway and improve the situation for county road accidents.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD:db Encls.
cc-
cc- Tom Edwards - Encl.
D. J. Sage - Encl.

RECEIVED
NOV 5 1952
OFFICE OF
STATE HIGHWAY ENGINEER

Four Mile, Oregon.
November 3, 1952.

State Highway Commission,
Salem, Oregon.

NOTED
W. C. WILLIAMS

Gentlemen:

The undersigned ~~with~~ wish to call your attention to the following:

A county road, known as Lower Fourmile forms a junction with Highway 101 approximately 200 feet south of Four Mile Post Office. Said junction is extremely dangerous due to poor visibility and heavy highway traffic. The school bus serving the district has narrowly escaped collisions with highway traffic on numerous occasions. Several bad accidents have already occurred at this point.

The undersigned feel that the State Highway Commission should take immediate steps to correct the existing conditions before more serious accidents do occur, and you are hereby requested to investigate the situation and proceed to eliminate the existing hazards.

Very truly yours,

O. W. Bushnell

Harold Robbins	Four mile, Ore.
Kent Siewell	Box 163, Bandon, Ore
Amorette H. Stilly	Star Rte 1, Bandon Ore
Joan W. Snyder	Four Mile Ore.
George K. Stadden	Four Mile Ore.
Harold [illegible]	Langlois Oregon
Gladys Thompson	Four Mile Ore.
Frances E. Stadden	Four Mile Ore.
V H Bevens	Four Mile Ore

[illegible]	Bandon, Ore
~~Mrs~~ Bessie McFarlan	Four Mile Ore
Mrs L [illegible]	Four Mile Oregon
Keith Ray Barshaw	Four Mile Oregon
Mrs. G. J. Girod	Four Mile, Ore.
Robert L. B[illegible]	
Wm B. Cox	Four Mile Ore
Emil Sh[illegible]	Fourmile, Ore.
Mrs Stanley [illegible]	Four Mile Oregon
Mrs [illegible]	Four Mile Oregon
[illegible]	[illegible]
Irwin G. McF[illegible]	four mile Oregon
William H Stewart	Four Mile Oregon
Dave Nelson	Fourmile Ore
Cecil Nelson	Four mile ore.
~~Mrs Wm H Johnston~~	Bandon Ore
John H. Long	Fourmile Ore
Cleo E. Casey	" "
Matt M. Stankovich	Four Mile Ore.
A. L. Mccaw	" " "
L B Simmons Coast Freight Lines	Box 207 Eastside Or.
[illegible]	[illegible] Oregon
[illegible]	Four Mile Ore
G. J. Girod	" "
Ellen G. Smith	" "
Floyd Chase	" "
Elois Barshaw (Mrs)	" "
Virginia Kolb	" "
Ernest S Keller	" "
John H. Walker	" "

[illegible]	Four mile Oregon
[illegible]	Four Mile Oregon
[illegible]	Four Mile Oregon
[illegible]	[illegible] Oreg.
[illegible] Casey	For Mile Oreg
[illegible] Wright	Four Mile, Oreg.
[illegible] Wright	[illegible] Oregon
[illegible]	Four Mile, Oregon
[illegible]	Four Mile, Ore.
[illegible] Blankenship	Four Mile, Ore.
C. C. Turner	Four Mile, Ore.
H. N. Merritt	Four Mile, Oregon
Mrs. Wesley Church	Four Mile, Oregon
H. O. Church	Four Mile Oregon
C. E. Shultz	Four Mile, Oregon
Mrs. [illegible]	[illegible] Oregon
[illegible]	[illegible] Oregon
A. H. Sweeney	
Gerald L. [illegible]	Four mile, Oregon
Floyd T. Corliss	Four Mile, Ore
Earl L. McGimmonds	Bandon Ore
Eugene E. [illegible] - Coca Cola, North Bend Oreg.	
[illegible] Carlton -	[illegible] Oregon
James T. McPeak -	Fourmile Ore.
Roger McPeak	

Georgia Bevens	Bandon Ore.
[illegible]	Four Mile, Oregon
[illegible]	" " "
Caroline [illegible]	
Veda M Harbison	" " "
Alice [illegible]	" " "
Lawrence Phelps	Four Mile Oregon
D L Shaw	Four Mile Oreg
[illegible] D. Starr	Four Mile, Ore
Wayne P. Thomas	Port Orford
Cleo M. Cai[illegible]	Four Mile Ore
Isaac [illegible]	Four Mile, Ore
Robert a [illegible]	Four Mile, Ore.
Vera Lottie Waggoner	Four Mile, Ore.
[illegible]	Four Mile, Ore.
John L. Short	Coquille
Wayne Hancock	
Neil [illegible]	Sixes Ore
Mrs Earl Mc[illegible]	Bandon Oregon
	[illegible]
Joe C. Pugh	Four Mile, Ore.
Harold Batt	
	Langlois, Ore,
R. V. Britton	Langlois, Ore
Helen Britton	
Dolores Wilson	Four Mile Ore.
Kenneth E [illegible]	Bandon Ore.
[illegible]	[illegible]
Donald Haines	Bandon Oregon
Jerry Casey	Four Mile Ore
[illegible] McFee	Four Mile Ore.
Ellen Steddom	Four Mile, Ore.

H. H. Smith	Denmark. Ore,
Mrs. Marie Smith	Port Orford, Oregon.
[illegible]	Four Mile Ore.
Ernest [illegible] Dean	Four Mile Ore.
[illegible]	4 Rte 2, Bandon, Ore
Mrs. [illegible]	[illegible]
Mrs. [illegible]	Bandon, Oregon
Wayne C Johnson	Bandon Ore
Carroll E Costello	North Bend (Cutlip Driver) 2502 Marion
C. E. Mitchell	Bandon Ore,
Mrs Hannah [illegible]	Four Mile [illegible]
Norman Coleman	Four Mile Ores
Forest Miller	Four Mile Ore.
Mary McClure	Bandon Ore.
Mrs Earl [illegible]	4 mile Ore.
Mr. [illegible]	4 Mile Ore
[illegible]	
Karl S. Bowman	4 Mile Ore
Clifford Franklin	North Bend Ore.
C F Waterman	Four Mile Ore.
Charles E McDonald Sr	Bandon, Ore
Vivian McD[illegible]	Bandon Ore.
Mrs Harry Love	Four Mile Ore

Gordon [illegible]	175 W 12th Coquille, Oreg
E. A. Hanson	Coos Bay, Oreg
Edward [illegible]	Four Mile Ore.
[illegible]	Four Mile, Ore.
Mrs. Frank Woodard Four Mile, Ore.	
	Coos Bay Ore
R. A. Rowell	
Mrs. [illegible]	Four Mile, Oregon
Mrs. [illegible]	
Egil Blanchard	Bandon, Ore.
Keith Young	Coos Bay Ore.
M. [illegible] Wright	Four Mile, Ore
A. J. Robison	Fourmile Ore.
Roy A. Main	Fourmile Oregon.
Chas P. Clevenger	Fourmile Oregon
D. E. Potter	Bandon, Ore.
Mrs. [illegible]	Four Mile, Ore.
Edgar [illegible]	Bandon, Ore.
John L Williams	Denmark Ore.
[illegible]	
[illegible]	[illegible]
Mrs. [illegible]	

Ray T. Waterman	Four Mile, Oregon
B. C. Noble	North Bend Oregon
Doyle M Boyd	Fourmile Oregon

Louis Reynolds	Four Mile, Ore.
James E. [illegible]	Bandon Ore
[illegible]	Four Mile Ore
James E. [illegible]	Coquille, Oregon
[illegible] Brown	Four Mile Ore
Roy [illegible]	" "
[illegible]	[illegible]
[illegible]	[illegible] Coquille
[illegible]	Four Mile
H. E. [illegible]	Four Mile Ore.
[illegible]	Four Mile Ore.
[illegible]	
E[illegible] L White	Langlois
Arthur Haga	Langlois
Vernon L. Henthorne	Coquille
Mrs Harry Conrad -	Four Mile Ore.
Arthur F. Peterson	4 Mile
[illegible] D. [illegible]	Four Mile, Ore.
George V. Miller	Four Mile Ore
[illegible] A. Martin	Bandon Ore

FORM E-30X 10M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Coquille, Oregon

October 28, 1952

SUBJECT:

To: Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

Reference is made to Mr. Chandler's letter of October 16th, relative to the complaint of Gladys Caughell, Clerk, School District No. 10, Langlois, concerning a hazardous condition that exists at the junction of the Lower Four Mile road and the Coast Highway at M.P. 299.90. The location is 7.7 miles south of Bandon.

Lower Fourmile county road enters the Coast Highway from the west on the outside of a 32° C. L. at Station 378/75. Going north and on an upgrade from this point of entry the highway alignment reverses on a 24° curve. A high bank on the west side of the roadbed and immediately north of the Lower Four Mile entrance limits sight distance in that direction to approximately 250'. In the morning trip the school bus, coming from the north, turns in to Lower Four Mile road and in coming out turns south. This is not too dangerous, although it is necessary for the driver to cross a short distance over the yellow line before he returns to the south bound lane. On the afternoon trip the bus, coming from the south, turns west into the county road. This is accomplished without danger as the driver can see far enough ahead to make a safe turn. The real danger exists, however, when the bus enters the highway and turns north to deliver the remaining children to their homes. Lack of sight distance to the north and the high speed that can be developed, due to improved alignment in that direction, makes it practically impossible for the bus to clear the southbound lane with any degree of safety. Several accidents have occured at this point but not involving school buses. Vehicles travelling south at a high rate of speed are unable to negotiate the reverse curves and pile up in the thorough cut just south of the Lower Fourmile road.

In my opinion the removal of the bank just north of the county road will not satisfactorily solve the problem and, therefore, I wish to recommend an improvement of the alignment from Station 370 to Station 390.

Very truly yours,

D. J. Sage
District Maintenance Superintendent

DJS/vs

FORM K-30X 25M 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Coquille, Oregon
October 28, 1952

COPY

SUBJECT:

To: Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

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Very truly yours,

/s/ D. J. Sage
D. J. Sage
District Maintenance Superintendent

DJS/vs
Copied for Stiffler 11-3-52

LOWER FOUR MILE SECTION

OREGON COAST HIGHWAY

COOS COUNTY

ESTIMATE OF COST

Clearing and grubbing - All required	$1000
Excavation 8216 cu.yds.	3552
Culvert pipe - 191 lin. ft.	1646
Selected Roadbed topping 1600 c.y.	2528
Leveling course 130 c.y.	338
Moving Telephone and Power poles	300
Oil Surface - 2660 Sq. Yd.	1330
Sub-Total	$10604
12% Contingencies	1306
Total	$12,000

IAD:db
11-3-52

LOWER FOUR MILE SECTION

OREGON COAST HIGHWAY

COOS COUNTY

ESTIMATE OF COST

Clearing and grubbing - All required	$1000
Excavation 8216 cu.yds.	3552
Culvert pipe - 191 lin. ft.	1646
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Leveling course 130 c.y.	338
Moving Telephone and Power poles	300
Oil Surface - 2660 Sq. Yd.	1330
Sub-Total	$10604
12% Contingencies	1306
Total	$12,000

IAD:db
11-3-52

ECEIVED
OCT 22 1952
FOR FILING

Salem, Oregon
October 15, 1952

Mr. E. A. Collier

Herewith is a complaint registered by Gladys Caughell, Clerk of School District No. 10, Langlois, Oregon, as to the hazardous junction of the county road with the Oregon Coast Highway about eight miles south of Bandon.

Please investigate and render us a report with your recommendations as to any safety features which might be accomplished as our obligation.

W. W. Stiffler

WWS:er

Enclosure

~~PLEASE RETURN TO~~
~~W. W. STIFFLER~~
~~[illegible]~~

RECEIVED
FOR FILING
FORM 2-90X [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 15, 1952

SUBJECT:

To:

H. G. Smith
Construction Engineer

E. A. Collier
Maintenance Engineer

L

Gentlemen

We attach hereto correspondence from D. J. Sage and from Gladys Caughell, Clerk of School District No. 10, having to do with improvement of the entrance at Four Mile Road on the Oregon Coast Highway at Mile Point 300.23.

In response to a previous request to which the School Board refers, we made us a survey and forwarded it to the Construction Engineer with the recommendation that it be placed on the construction program as a Minor Betterment Project for immediate construction. Please advise if any action has been taken in regard thereto with copies to D. J. Sage.

Very truly yours

C. T. Keasey
For TOM EDWARDS
Division Engineer

NOTED
[illegible] SMITH

[illegible]

TE:rw

Enc.

NOTED
W. C. WILLIAMS

Stiffler handling this.
WCW.

REFERRED TO
Williams

RECEIVED
[illegible]

FORM E-90K 15M 1-52 58419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Coquille, Oregon
October 13, 1952

SUBJECT:

To:

Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

Attached is a copy of a letter received from Mrs. Gladys Caughell, Clerk, Langlois school district, which is self explanatory.

Will you give me the 'scoop' on this so that I can pass the word on to Mrs. Caughell.

I have acknowledged her letter.

Very truly yours,

DJS

D. J. Sage
District Maintenance Superintendent

DJS/vs

encl:

RECEIVED
[illegible]

No. 100[illegible]
By [illegible]

ASSIGNMENT

Date: October 20, 1952

Description: Complaint of Gladys Caughell, Clerk of School District No. 10, Langlois, Oregon as to the hazardous junction of the county road with the Oregon Coast Highway 8 miles south of Bandon.

Acknowledged by ------ Referred to L. R. Chandler

XX Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply ---- signature
Please prepare for ----------------

PLEASE RETURN TO
W. W. STIFFLER
FOR FILING

Assignment executed 11-5-1952 Report received ---------

Remarks: Please assign to field and return

October 10, 1952

Miss Gladys Caugnell, Clerk
School Dist. #10 CJ
Langlois, Oregon

Dear Miss Caugnell:

I am referring to the State Highway Engineer, Mr. R. H. Baldock, your letter of October 8, 1952, just received, in which you call the attention of the State Highway Commission to what you term a very hazardous entrance of the Lower Four Mile Road to the Oregon Coast Highway just south of Four Mile post office; also in which you request that corrective measures be given immediate attention.

I am sure that Mr. Baldock will have the matter investigated.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
R. H. Baldock

Held for report
[illegible] 11/7

ORM E-123X 37,900 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 10, 1952

Miss Gladys Caughell, Clerk
School Dist. #10 CJ
Langlois, Oregon

Dear Miss Caughell:

I am referring to the State Highway Engineer, Mr. R. H. Baldock, your letter of October 8, 1952, just received, in which you call the attention of the State Highway Commission to what you term a very hazardous entrance of the Lower Four Mile Road to the Oregon Coast Highway just south of Four Mile post office; also in which you request that corrective measures be given immediate attention.

I am sure that Mr. Baldock will have the matter investigated.

Respectfully yours,

H B Glaisyer

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
R. H. Baldock

REFERRED TO
Mr. Stiffler
By State Highway Engineer

PLEASE RETURN TO
W. W. STIFFLER
FOR FILING

Mr. Chandler said this is rather bad, too. Please ~~[illegible]~~ have an investigation made.

To Dist.
The indicated improvement
appears to be County affected
Contact County Court
for cooperation.
W W Stiffler

Langlois, Oregon
October 8, 1952

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I have been instructed by the members of the Langlois School Board to write you in regard to improving the very hazardous entrance of the Lower Four Mile road to the Coast Highway 101, just south of the Four Mile postoffice. There is a blind curve in the highway, both north and south of the Four Mile Road entrance to the highway, which makes it impossible to get the Langlois School bus safely onto the highway.

Last January 17, 1952 we wrote Mr. D. J. Sage, District Maintenance Superintendent, Coquille, Oregon in regard to improving the entrance. Mr. Sage advised through his letter of January 22, that he was familiar with the hazardous condition existing there, and that improvement would be made upon approval from the Salem office. However, to date, no improvement has been made.

The Langlois School Board Members consider the existing hazard an emergency and request that immediate action be taken to correct the situation at the earliest possible date, before a serious accident should occur, involving the school bus which transports approximately seventy children.

Please give this your immediate attention, and advise what action can be taken.

Yours very truly,
Gladys Caughell
Gladys Caughell, Clerk
School Dist. # 10 CJ.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H B GLAISYER

COPY

LANGLOIS GRADE SCHOOL
District 10 - JC Curry County

Langlois, Oregon
October 7, 1952

Mr. D. J. Sage
District Maintenance Supt.
Oregon State Highway Comm.
Coquille, Oreg.

Dear Mr. Sage:

A meeting of the Langlois School Board Members was held last night, and the problem of the hazardous condition which exists at the entrance of the Lower Four Mile road to the Coast Highway near the Four Mile postoffice was again brought up, in connection with the great difficulty the school bus has in entering the highway at this point.

Through our letter of January 17, 1952, by our former clerk, Mrs. Frances Everest, request was made for the approach to the highway to be widened, the culvert lengthened and the telephone pole moved farther south, in order that the bus would have room to safely get onto the highway. In answer to our letter we have your letter of January 22, 1952 stating the improvement would be made, if approval could be secured.

The Langlois School Board Members consider the existing hazard an emergency, and again request that immediate action be taken to correct the situation at the earliest possible date, before a serious accident should occur.

Thank you in advance for giving this your immediate attention.

Yours very truly,

Gladys Caughell, Clerk
Langlois School Dist. # 10 CJ

COPY

OREGON STATE HIGHWAY DEPARTMENT

LOWER FOURMILE SECTION

OREGON COAST HIGHWAY

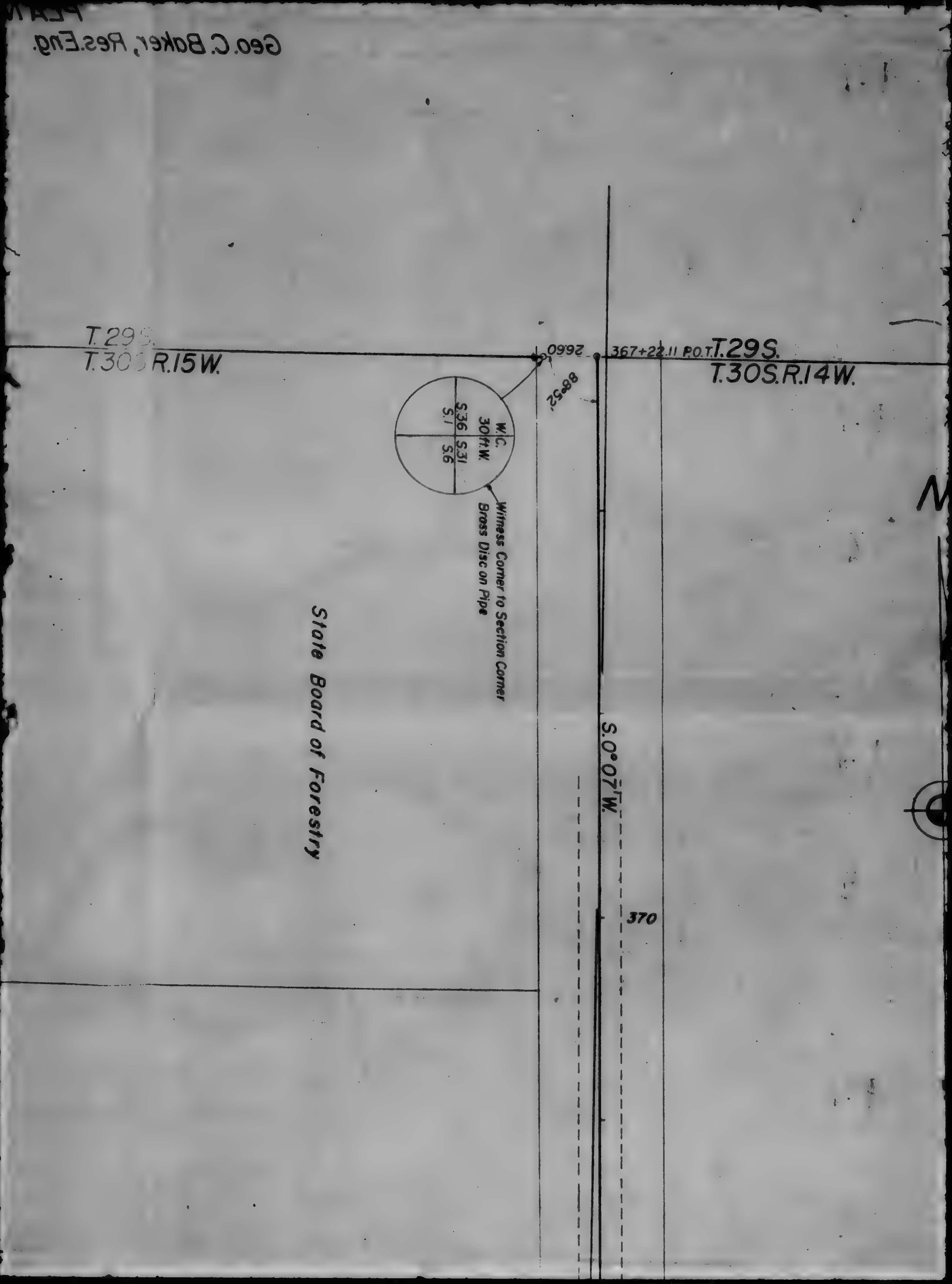
COOS COUNTY

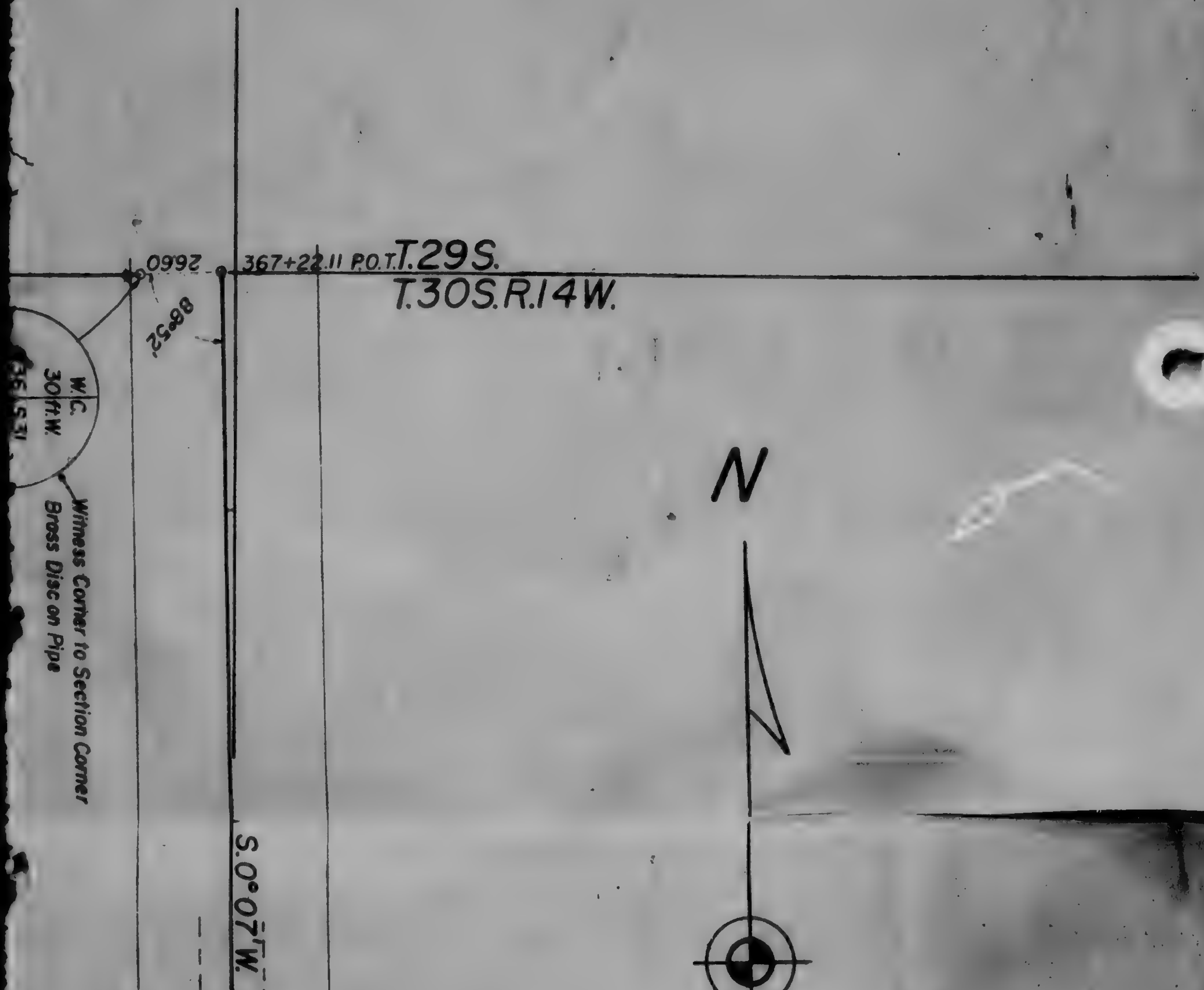
RELOCATED LINE

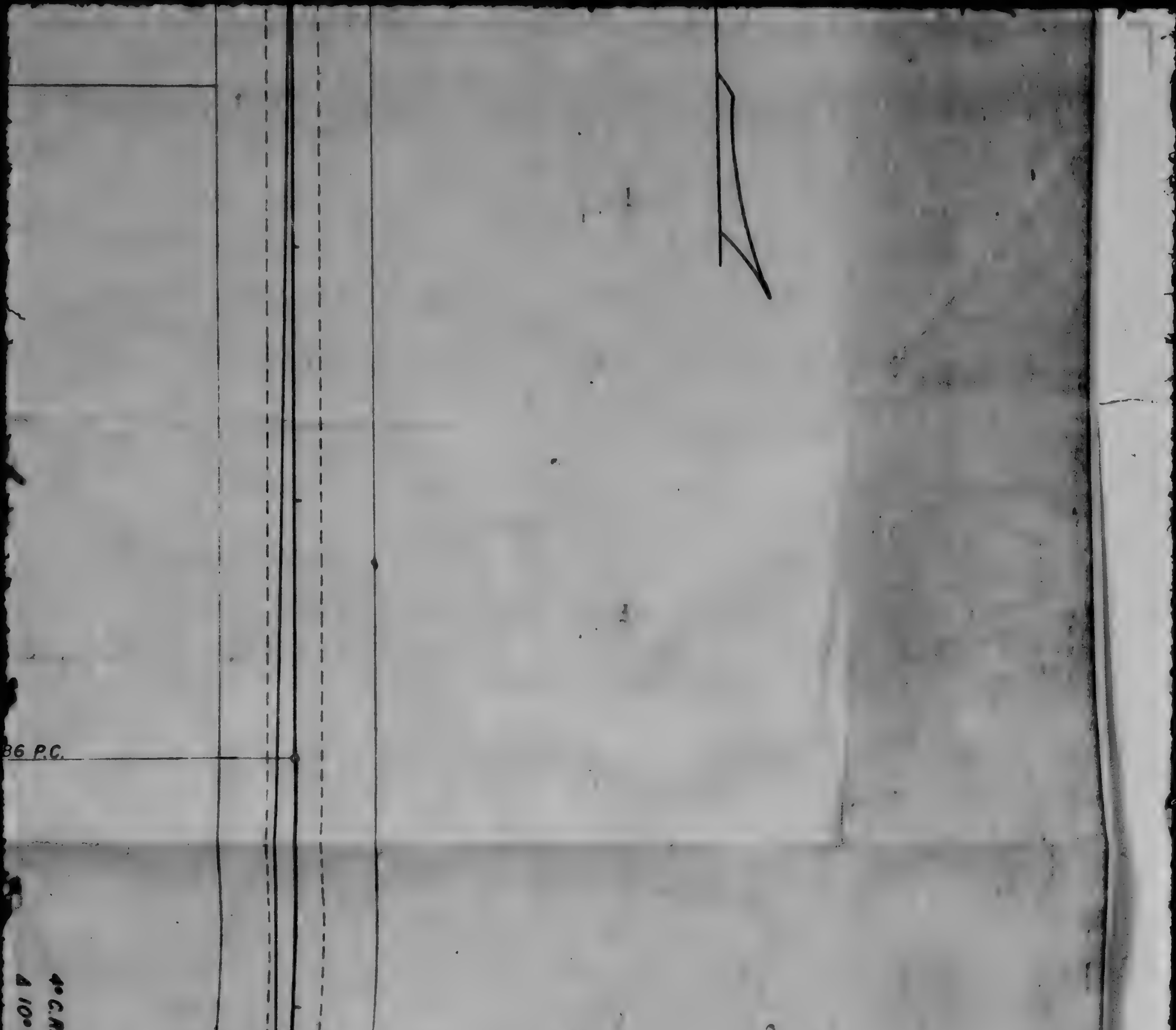
Map Scale 1 In.=50 Ft. June 1952

Profile Scale Vert. 1 In.=10 Ft. Horz. 1 In.=50 Ft.

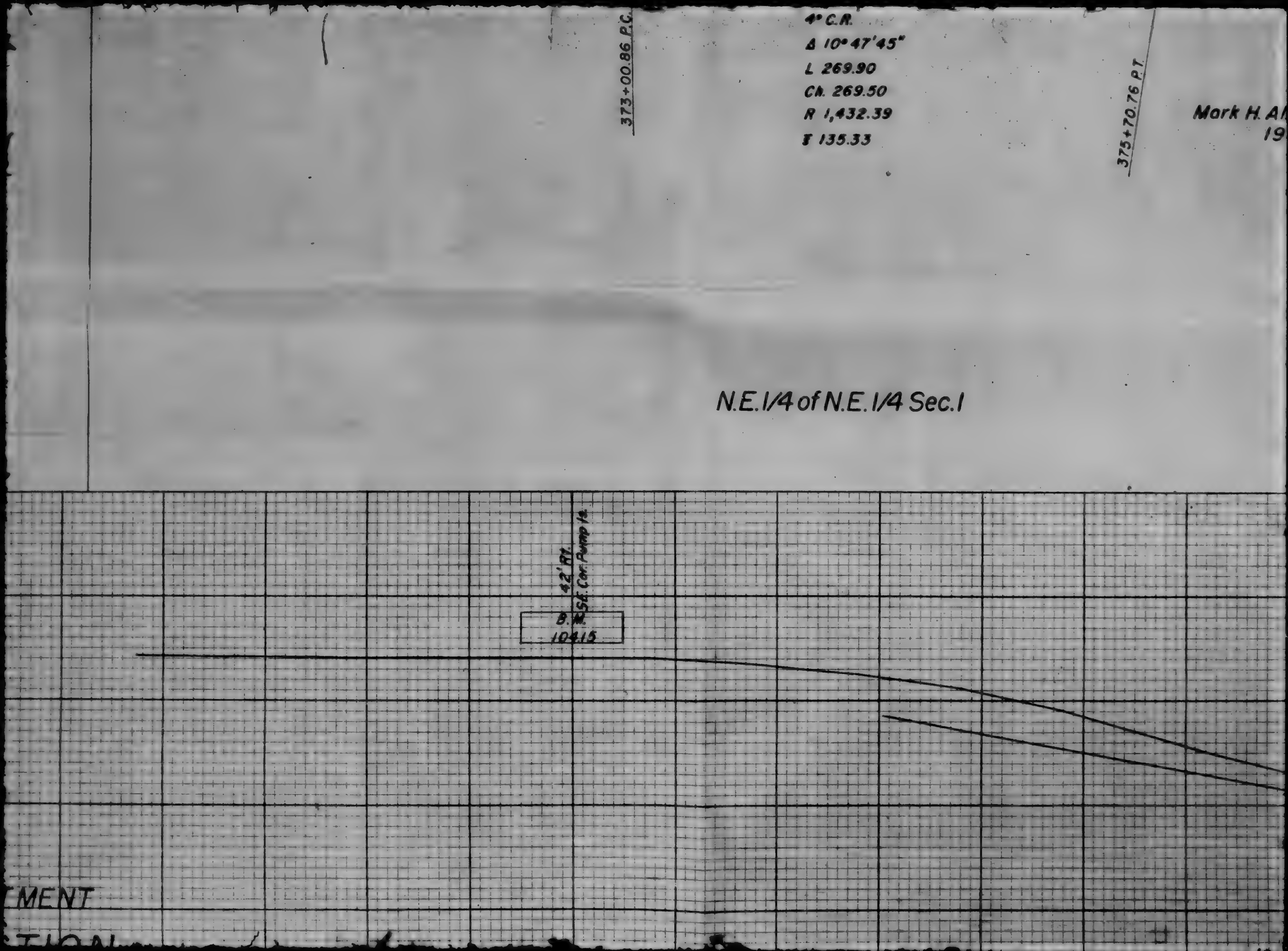
Geo. C. Baker Resident Engineer


Geo. C. Baker, Res. Eng.
T.29S.
T.30S. R.15W.
2660
367+22.11 P.O.T.
T.29S.
T.30S. R.14W.
88°52'
W.C.
30ft. W.
S.36
S.31
S.1
S.6
Witness Corner to Section Corner
Brass Disc on Pipe
State Board of Forestry
S.0°07'W.
370

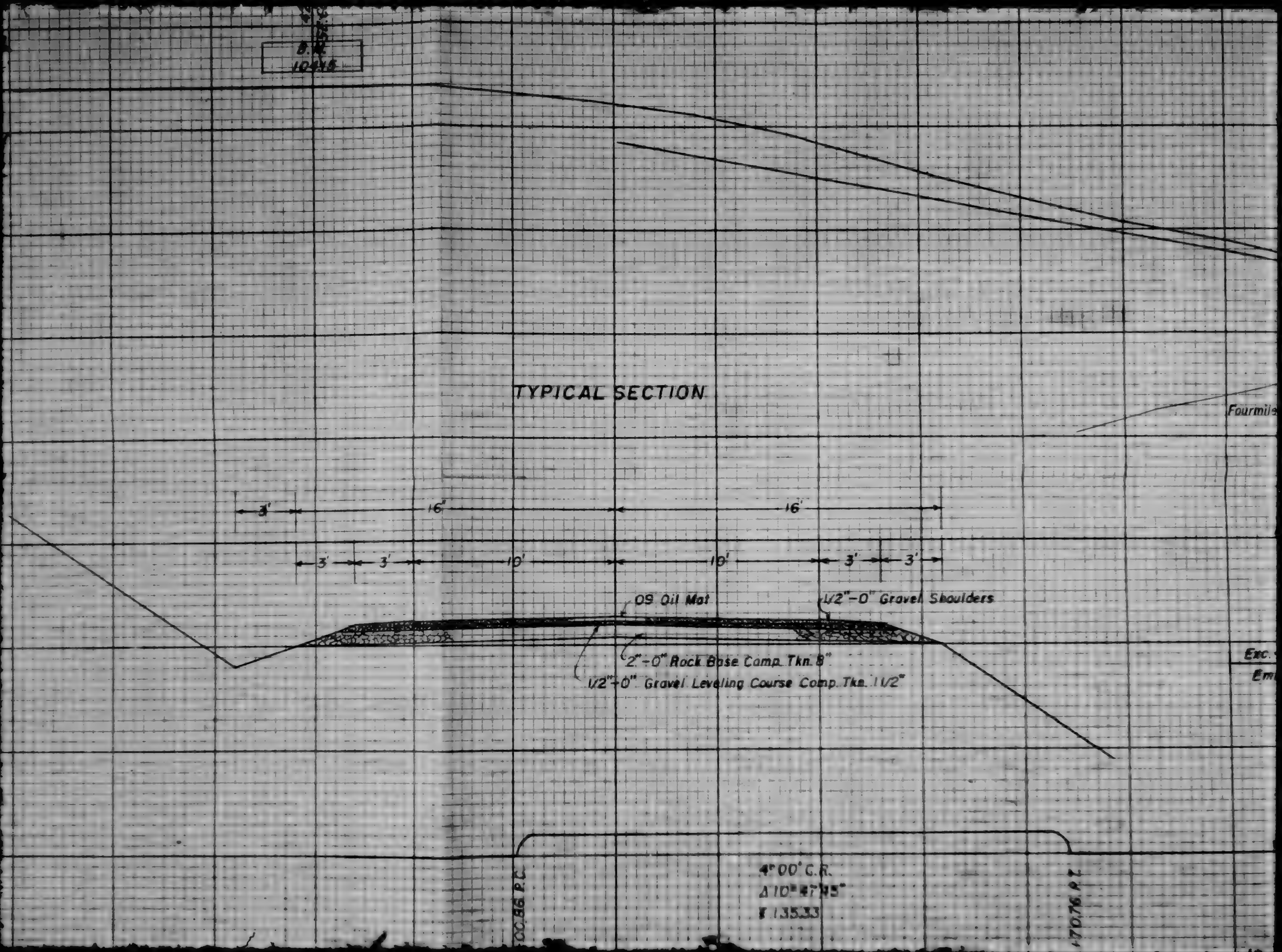

2660
367+22.11 P.O.T.
T.29S.
T.30S.R.14W.
88°52'
W.C.
30ft.W.
36.531
Witness Corner to Section Corner
Brass Disc on Pipe
N
S.0°07'W.
370

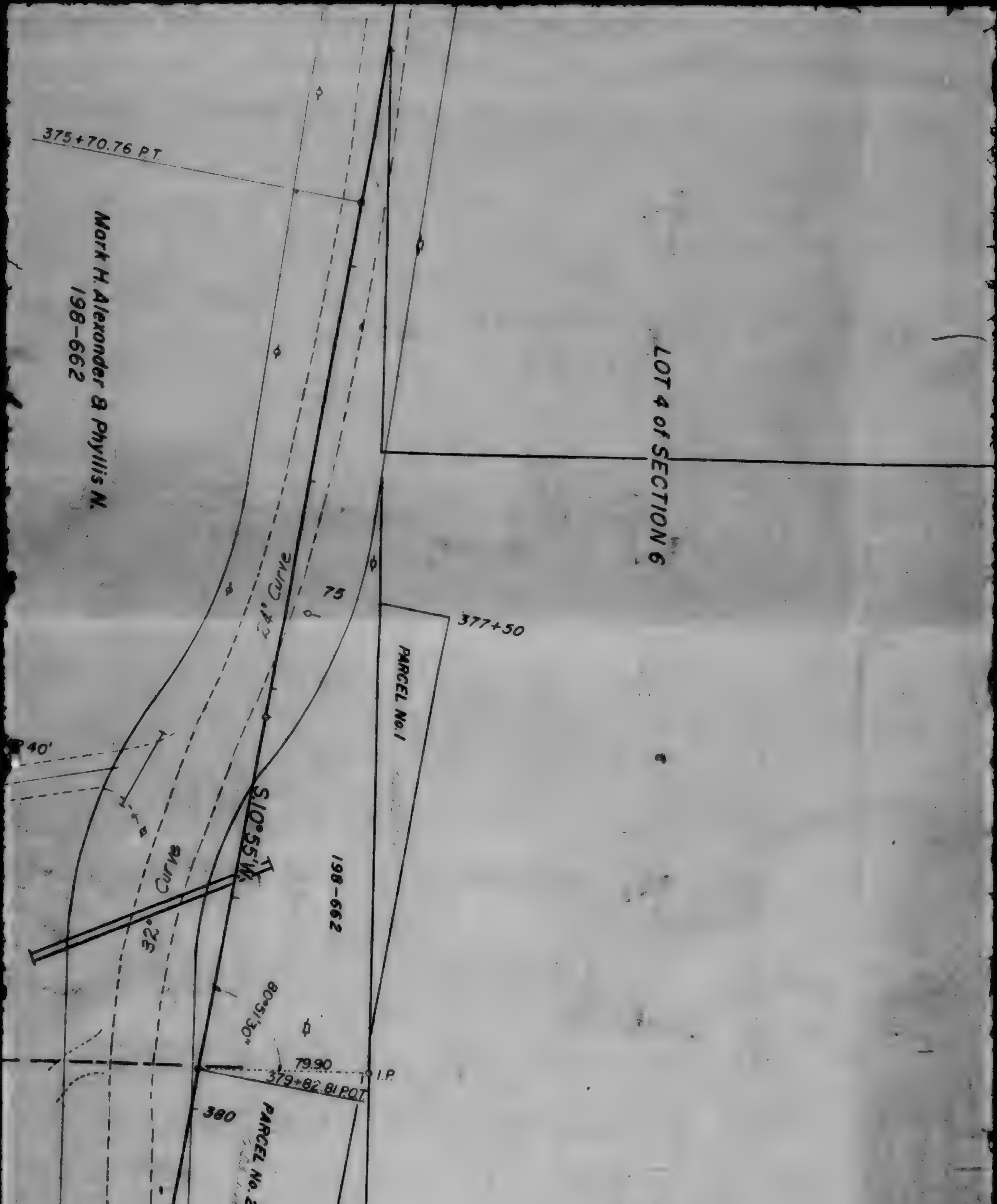


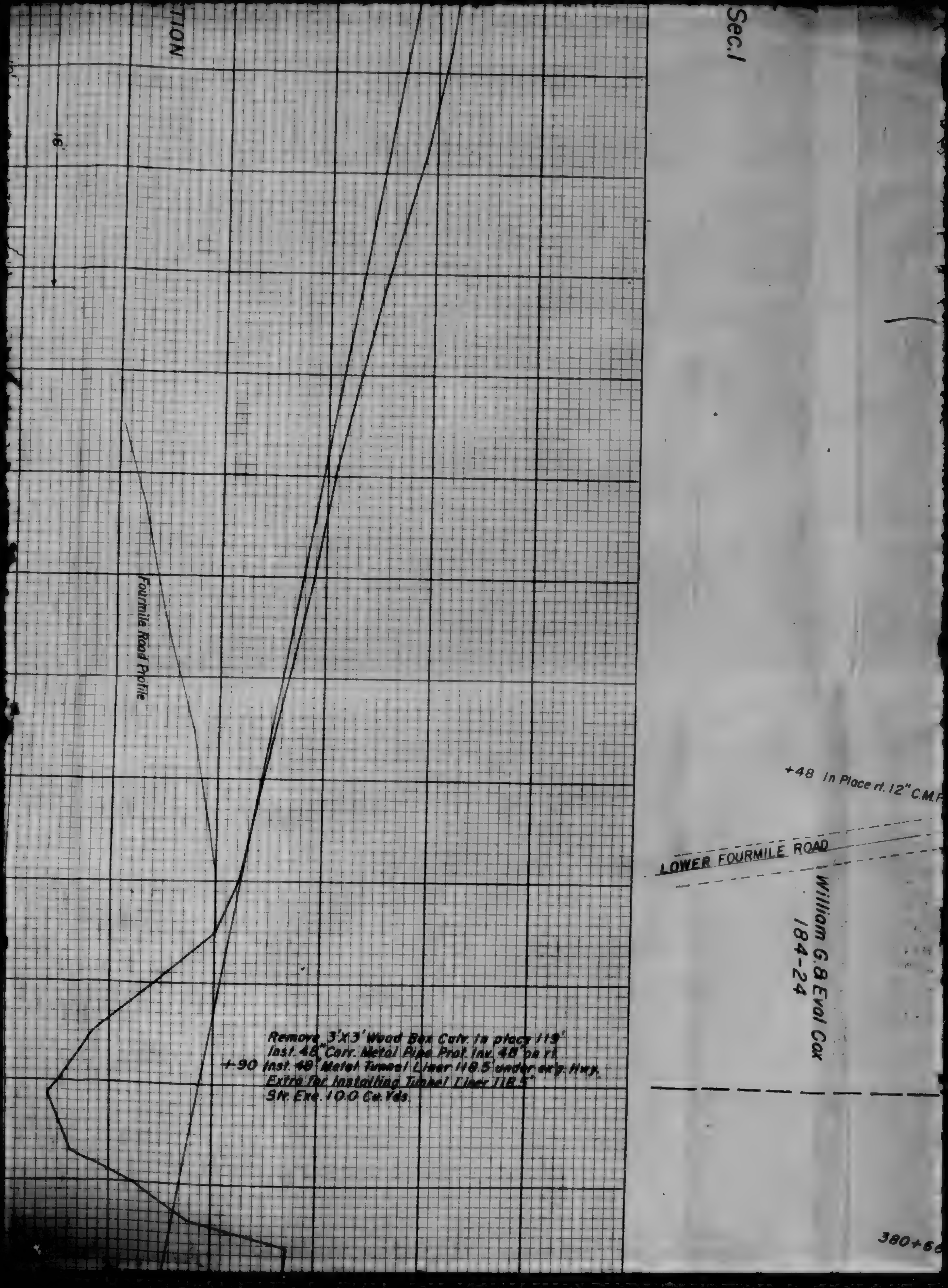
86 P.C.
4° C.R.
Δ 10°47'45"
374+36.19 P.I.



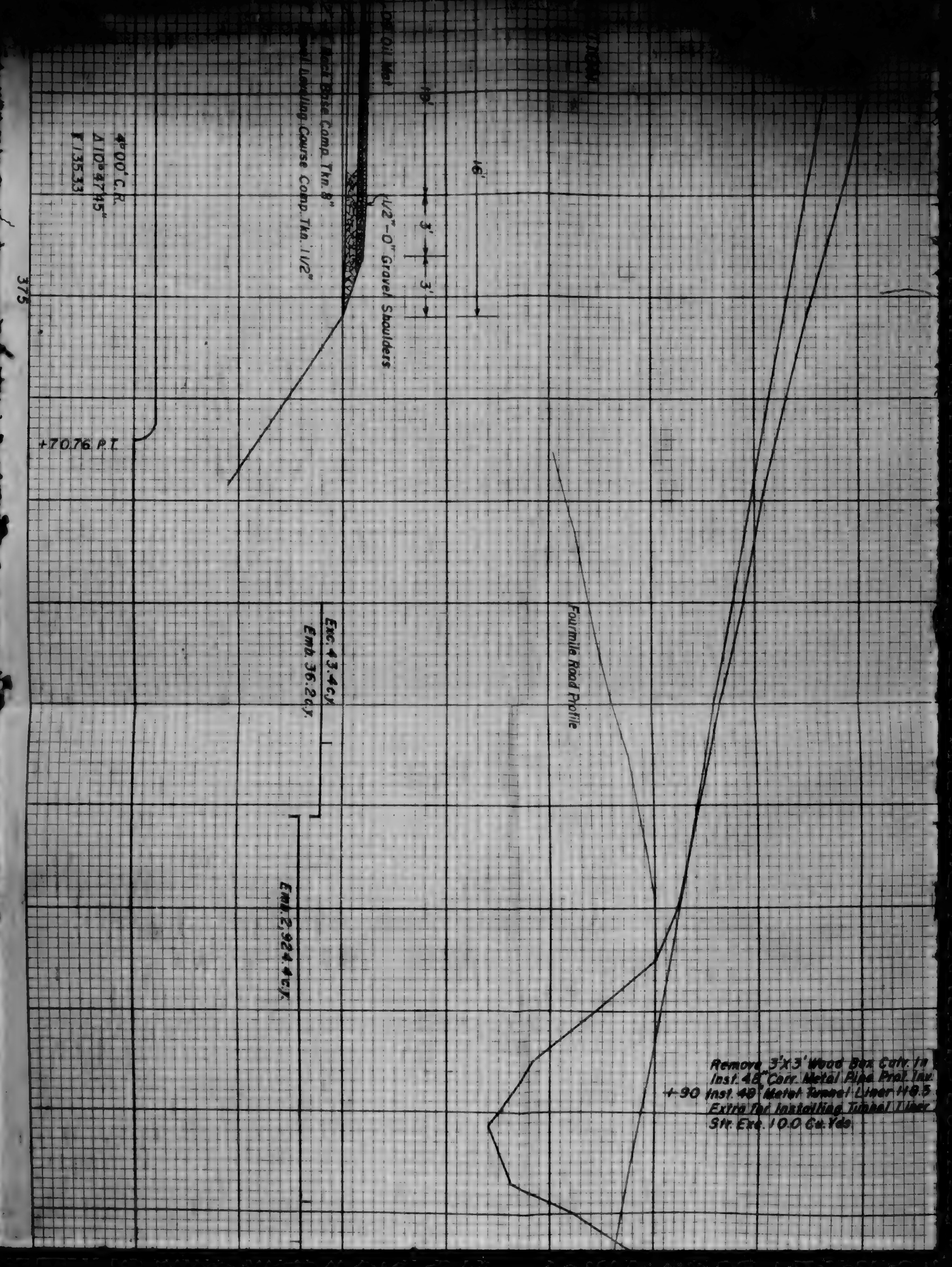
373+00.86 P.C.
4° C.R.
Δ 10° 47'45"
L 269.90
Ch. 269.50
R 1,432.39
T 135.33
375+70.76 P.T.
Mark H. Al
19
N.E. 1/4 of N.E. 1/4 Sec. 1
42' Rt.
S.E. Cor. Pump Is.
B.M.
104.15
MENT

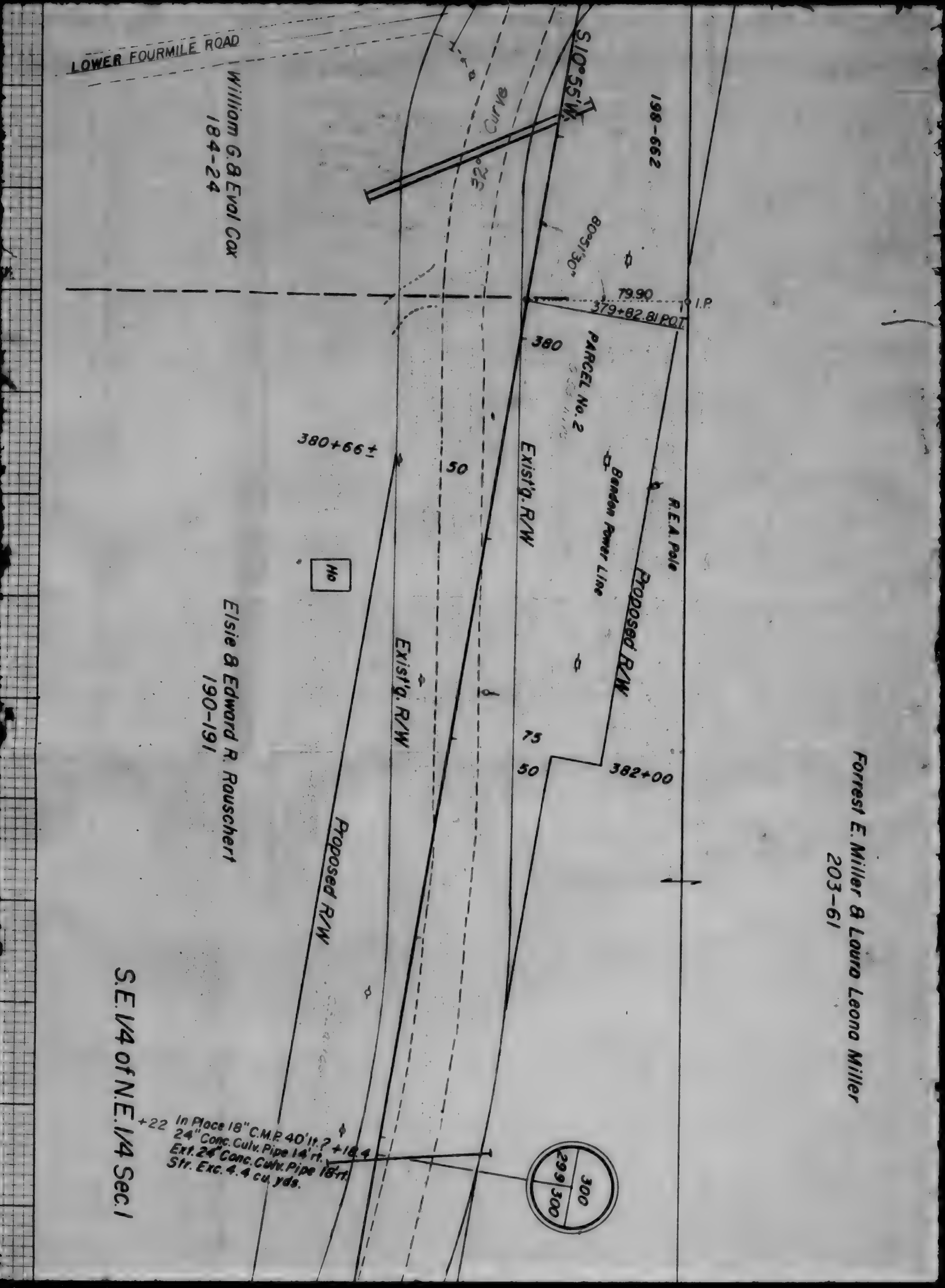

B.M.
10415
TYPICAL SECTION
3'
16'
16'
3'
3'
10'
10'
3'
3'
.09 Oil Mat
1/2"-0" Gravel Shoulders
2"-0" Rock Base Comp. Tkn. 8"
1/2"-0" Gravel Leveling Course Comp. Tkn. 1 1/2"
Fourmile
Exc.
Em
00.86 P.C.
4°00' C.R.
Δ 10°47'45"
L 135.33
+70.76 P.T.

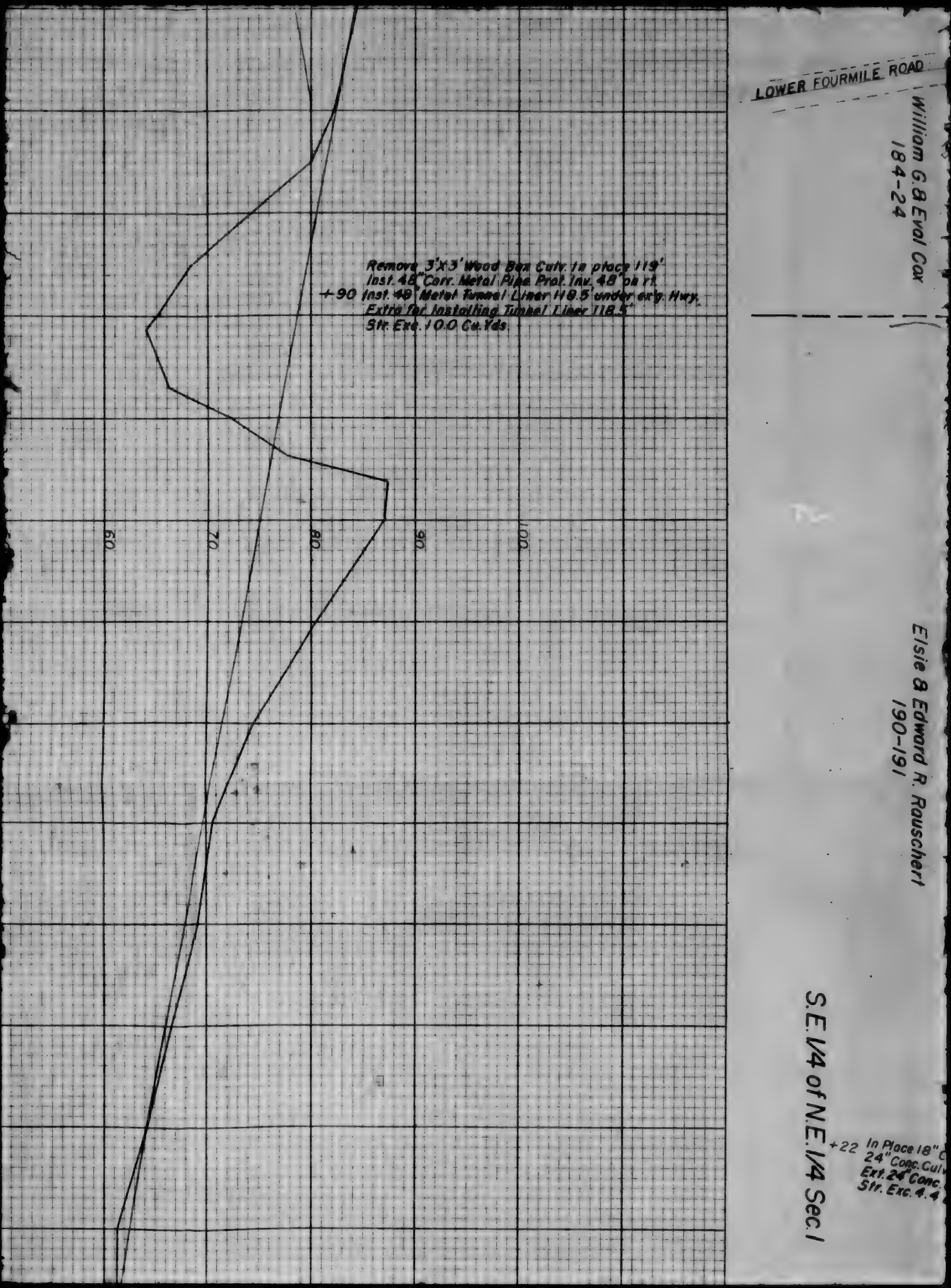

375+70.76 P.T.
Mark H. Alexander & Phyllis N.
198-662
LOT 4 of SECTION 6
24° Curve
75
377+50
PARCEL No. 1
40'
S.10°55'W.
32° Curve
198-662
80°51'30"
79.90
I.P.
379+82.81 P.O.T.
380
PARCEL No. 2
66±
50
Exist'g. R/W
Bandon Pow
R.E.A. P


TION
16
Fourmile Road Profile
Sec.1
+48 In Place rt. 12" C.M.P
LOWER FOURMILE ROAD
William G. & Eval Cox
184-24
380+66

Remove 3'X3' Wood Box Culv. in place 119'
Inst. 48" Corr. Metal Pipe Prot. Inv. 48' on rt.
+90 Inst. 48" Metal Tunnel Liner 118.5' under ex'g. Hwy.
Extra for Installing Tunnel Liner 118.5'
Str. Exc. 10.0 Cu. Yds

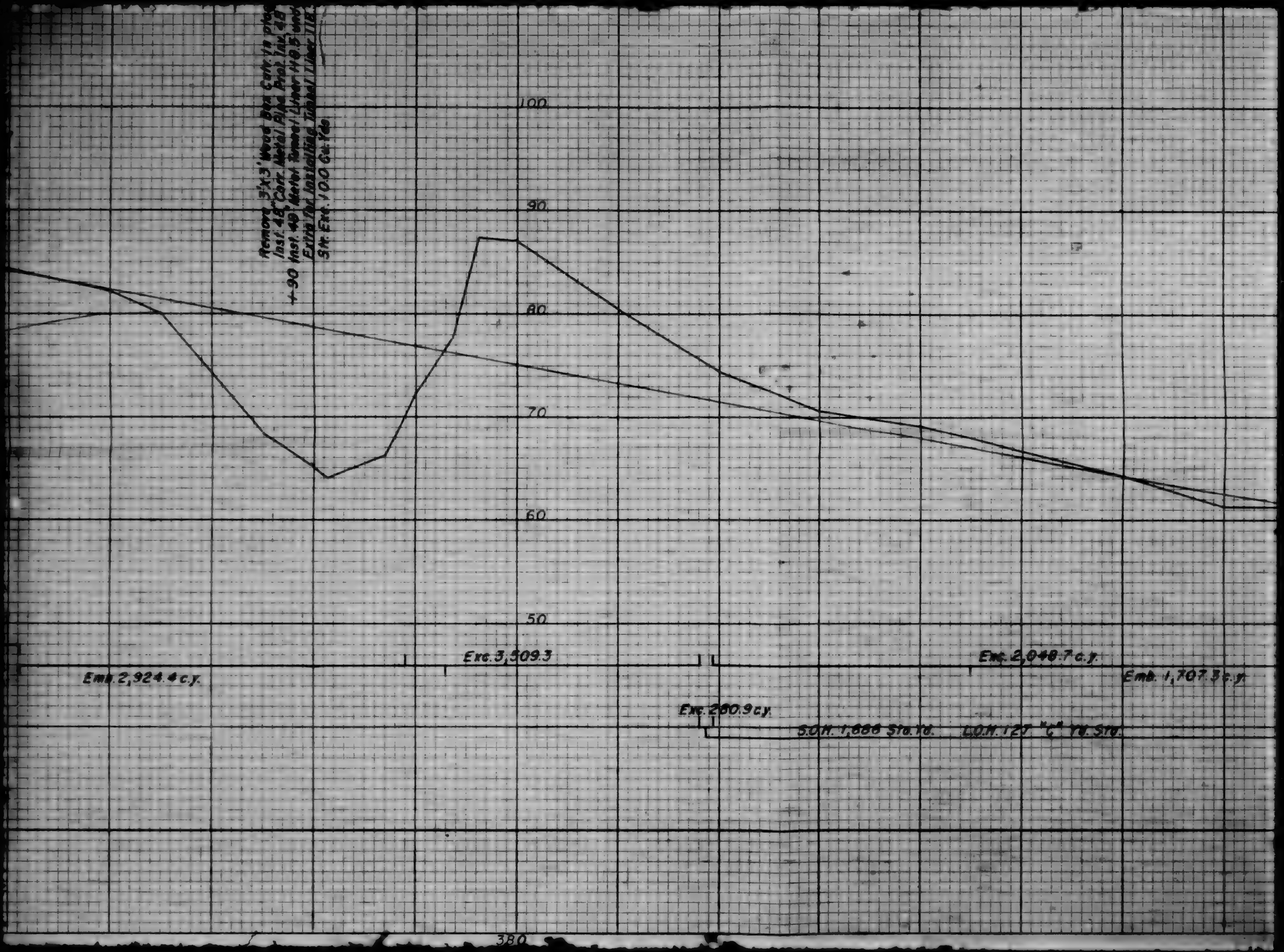

375
4°00' C.R.
Δ10°47'45"
T 135.33
+70.76 P.T.
Oil Mat
Rock Base Comp. Thk. 8"
Leveling Course Comp. Thk. 1 1/2"
18'
16'
3'
3'
1/2"-0" Gravel Shoulders
Exc. 43.4 C.Y.
Emb. 36.2 C.Y.
Emb. 2,924.4 C.Y.
Fourmile Road Profile
Remove 3'X3' Wood Box Culv. In
Inst. 48" Corr. Metal Pipe Prot. Inv.
+90 Inst. 48" Metal Tunnel Liner 118.5
Extra for Installing Tunnel Liner
Str. Exc. 10.0 Cu. Yds.

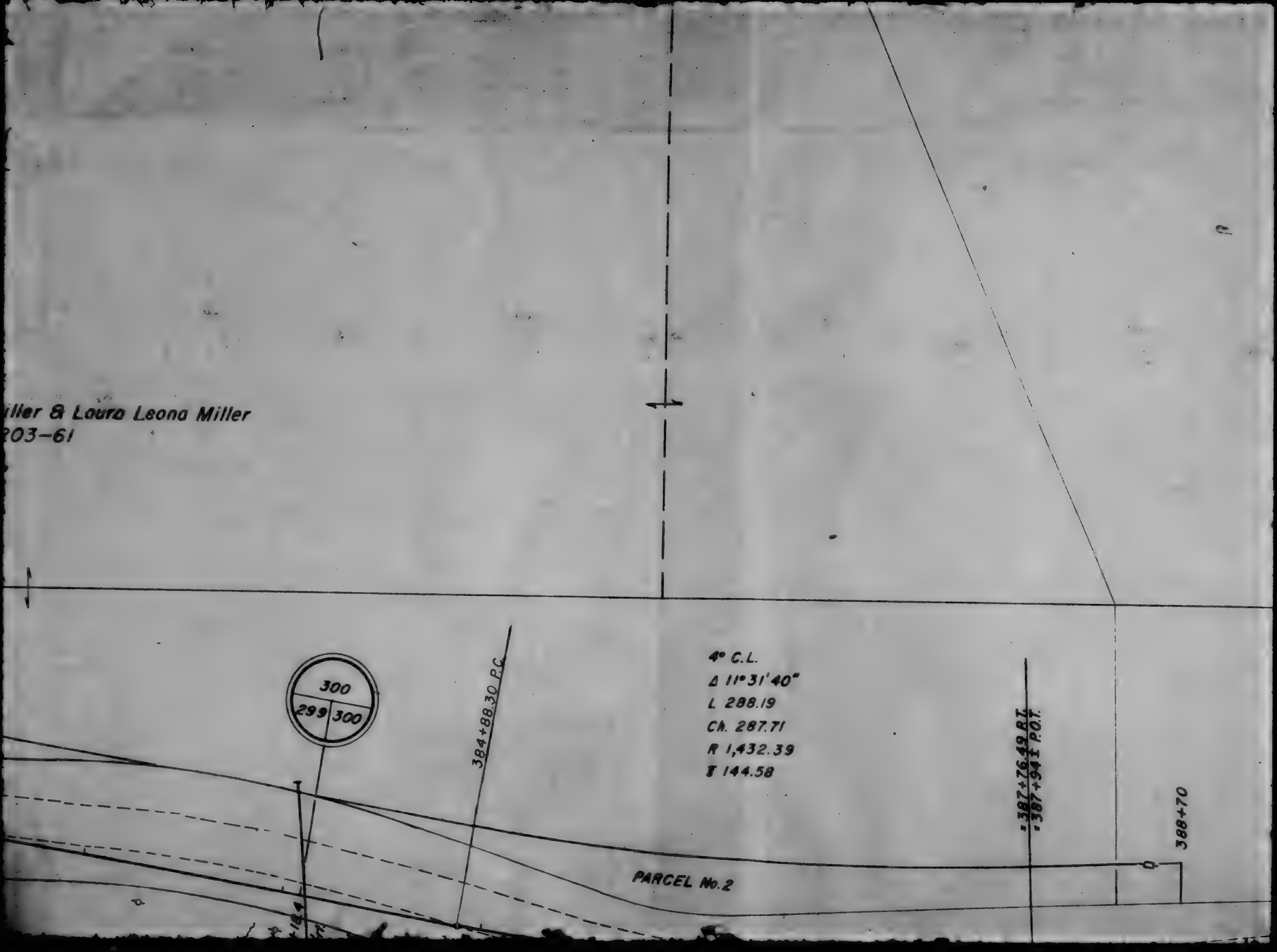

LOWER FOURMILE ROAD
William G. & Eva Cox
184-24
S.10°55'W.
32° Curve
198-662
80°51'30"
79.90
I.P.
379+82.81 P.O.T.
380
PARCEL No. 2
380+66±
50
Exist'g. R/W
Bandon Power Line
R.E.A. Pole
Proposed R/W
No
Elsie & Edward R. Rauschert
190-191
Exist'g. R/W
75
50
382+00
Proposed R/W
Forrest E. Miller & Laura Leona Miller
203-61
S.E.1/4 of N.E.1/4 Sec.1
+22 In Place 18" C.M.P. 40' lt. ? +18.4
24" Conc. Culv. Pipe 14' rt.
Ext. 24" Conc. Culv. Pipe 18' rt.
Str. Exc. 4.4 cu. yds.
300
299
300


LOWER FOURMILE ROAD
William G. & Eval Cox
184-24
Elsie & Edward R. Rauschert
190-191
S.E.1/4 of N.E.1/4 Sec.1
60
70
80
90
100

+90
Remove 3'X3' Wood Box Culv. in place 119'
Inst. 48" Corr. Metal Pipe Prot. Inv. 48" on rt.
Inst. 48" Metal Tunnel Liner 118.5' under ex'g. Hwy.
Extra for Installing Tunnel Liner 118.5'
Str. Exc. 10.0 Cu. Yds.

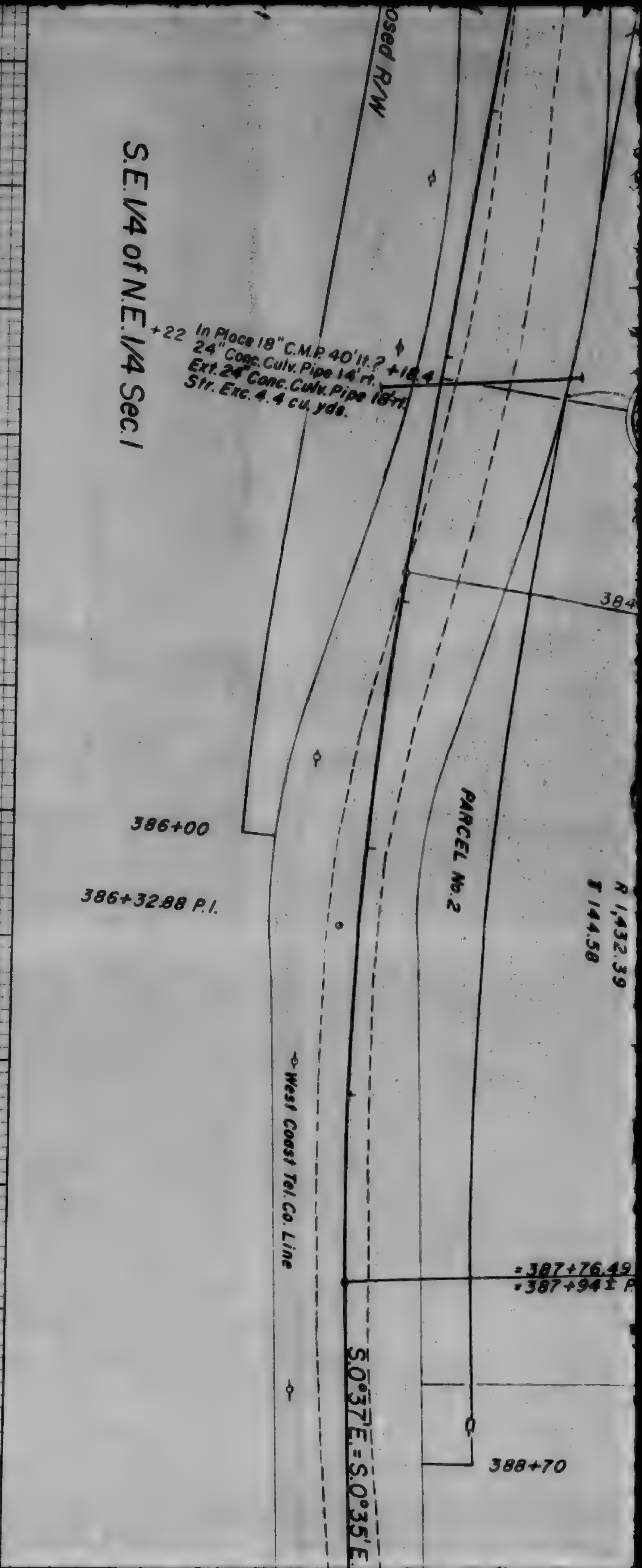
+22
In Place 18" C
24" Conc. Culv
Ext. 24" Conc.
Str. Exc. 4.4

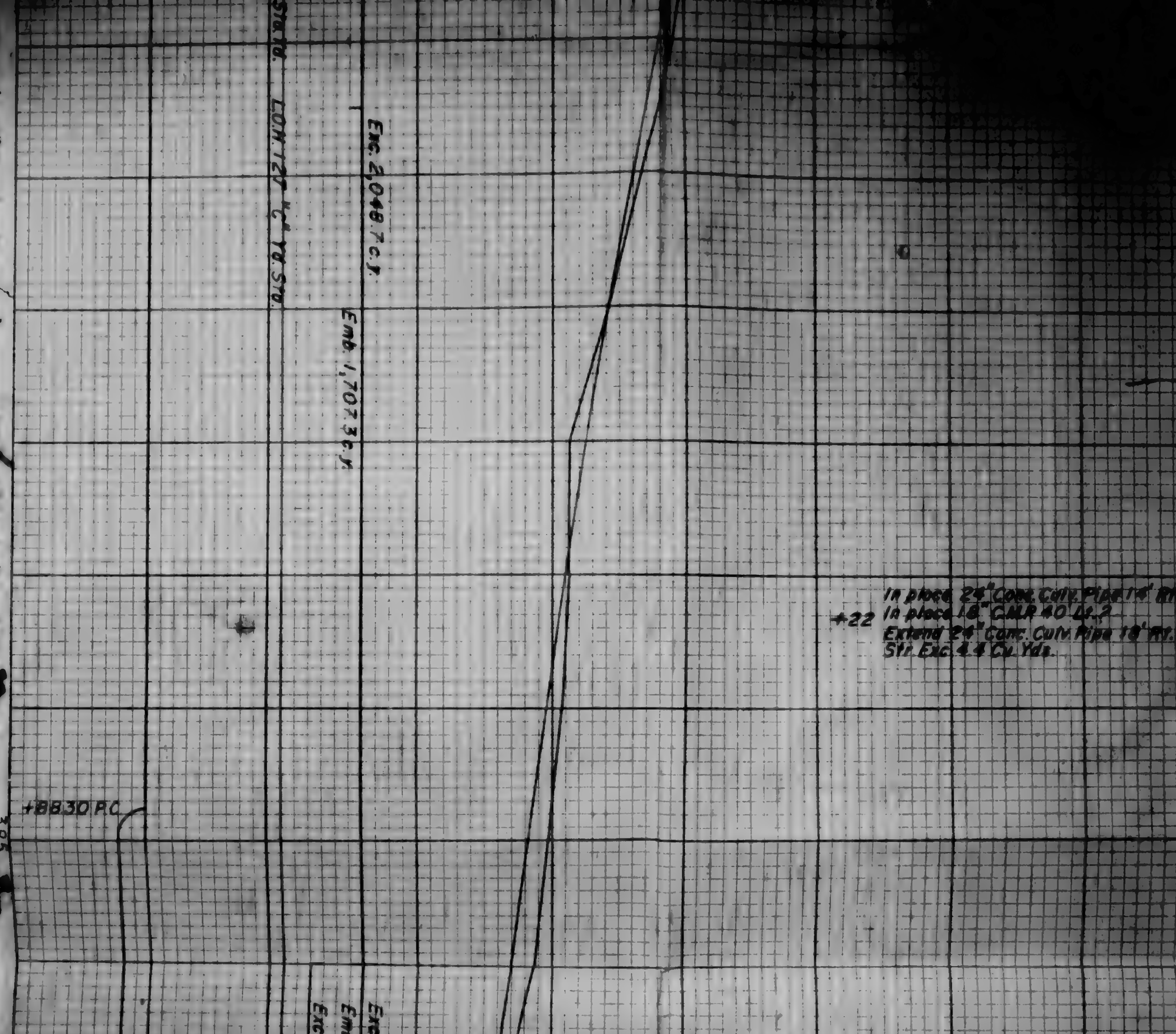

Remove 3'x3' Wood Box Culv. in plac
Inst. 48" Corr. Metal Pipe Prot. Inv. 48
+90 Inst. 48" Metal Tunnel Liner 118.5 und
Extra for Installing Tunnel Liner 118.
Str. Exc. 10.0 Cu. Yds.
100
90
80
70
60
50
Emb. 2,924.4 c.y.
Exc. 3,509.3
Exc. 2,048.7 c.y.
Emb. 1,707.3 c.y.
Exc. 280.9 c.y.
S.O.H. 1,686 Sta. Yd.
L.O.H. 127 "C" Yd. Sta.
380

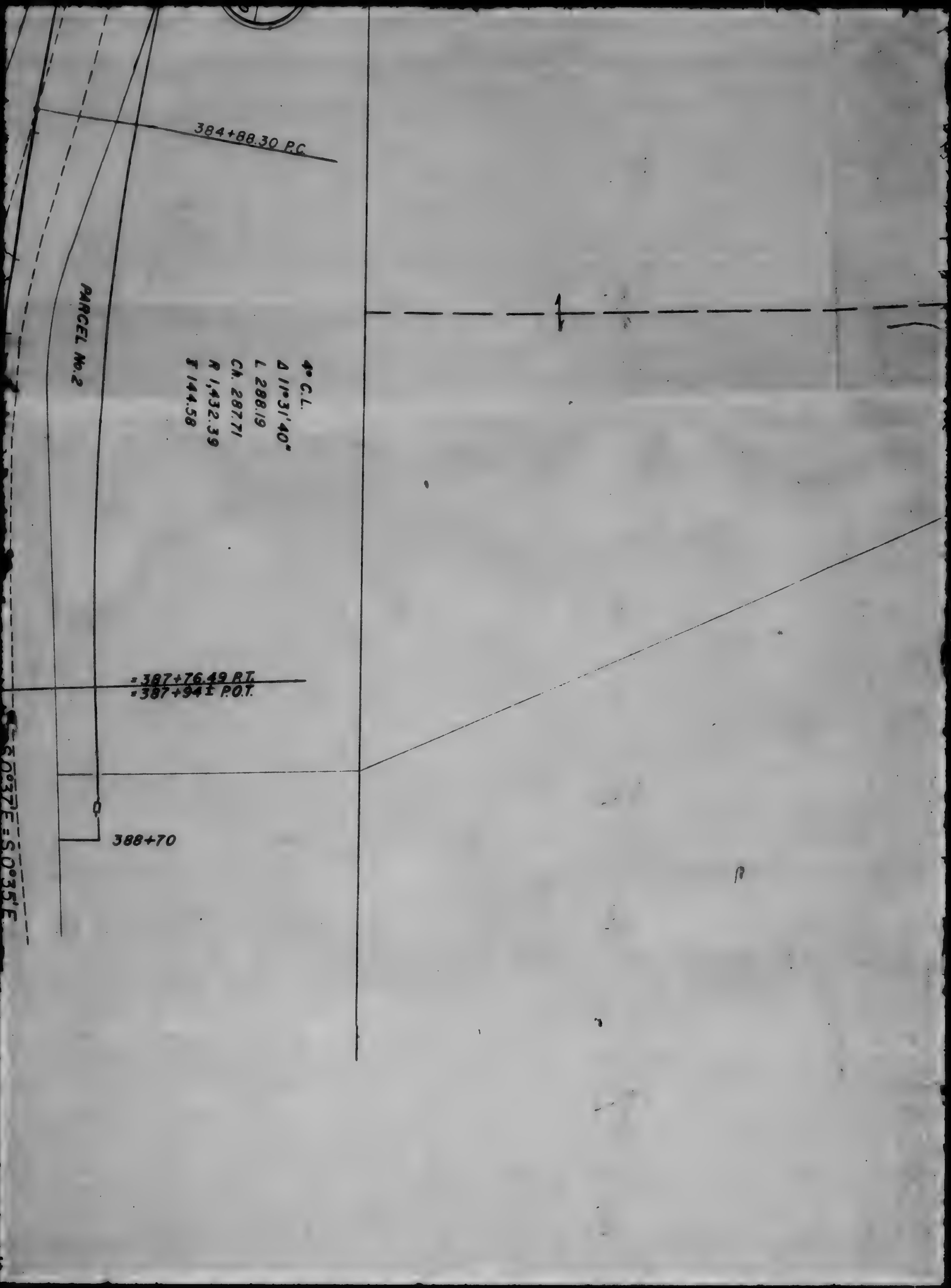

iller & Laura Leona Miller
203-61
300
299
300
384+88.30 P.C.
4° C.L.
Δ 11°31'40"
L 288.19
Ch. 287.71
R 1,432.39
T 144.58
387+76.49 P.T.
387+94± P.O.T.
388+70
PARCEL No. 2
18.4

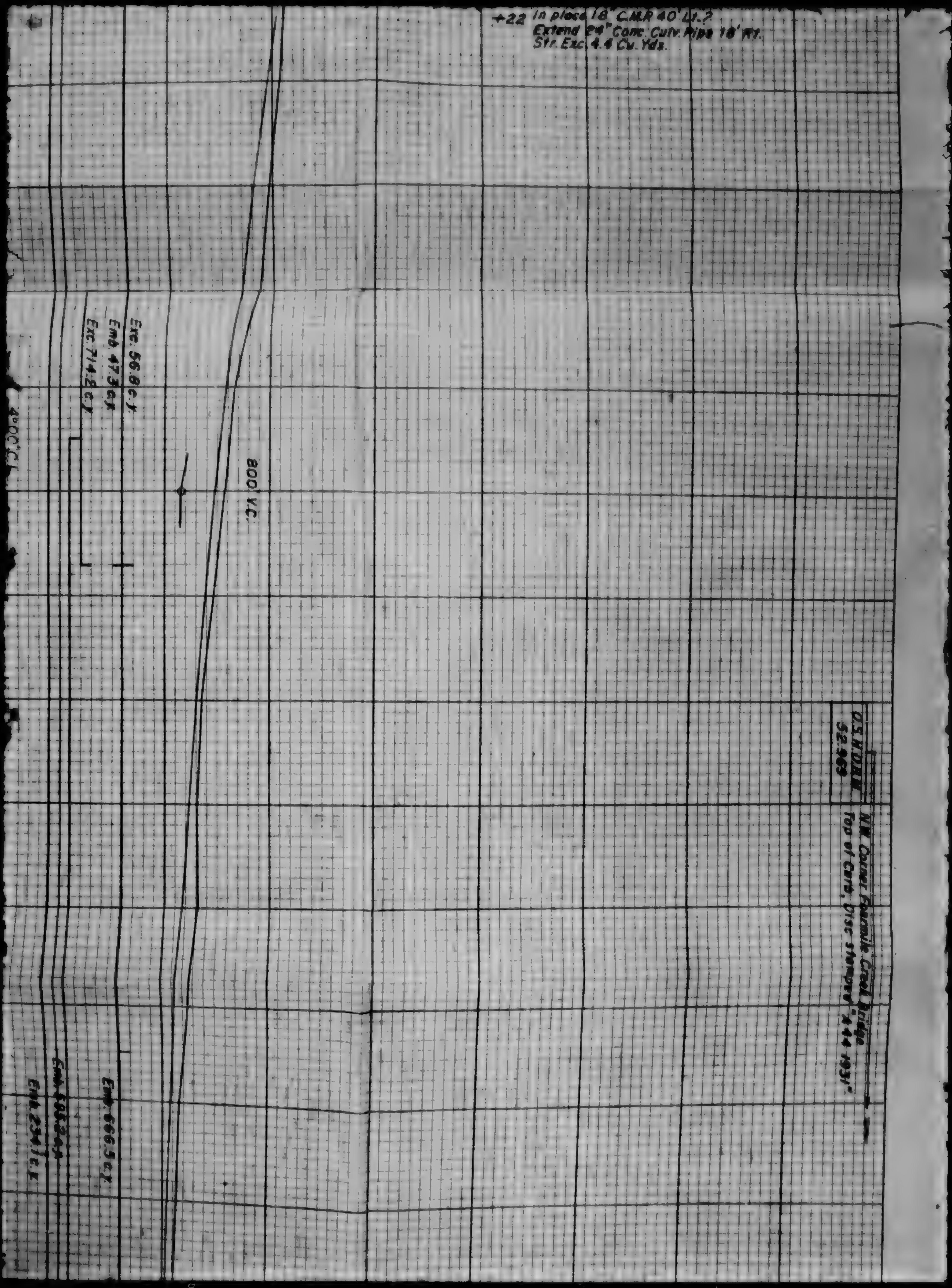
+22 In place 24" Conc. Culv. Pipe 14' Rt.?
In place 18" C.M.P. 40' Lt.?
Extend 24" Conc. Culv. Pipe 18' Rt.
Str. Exc. 4.4 Cu. Yds.

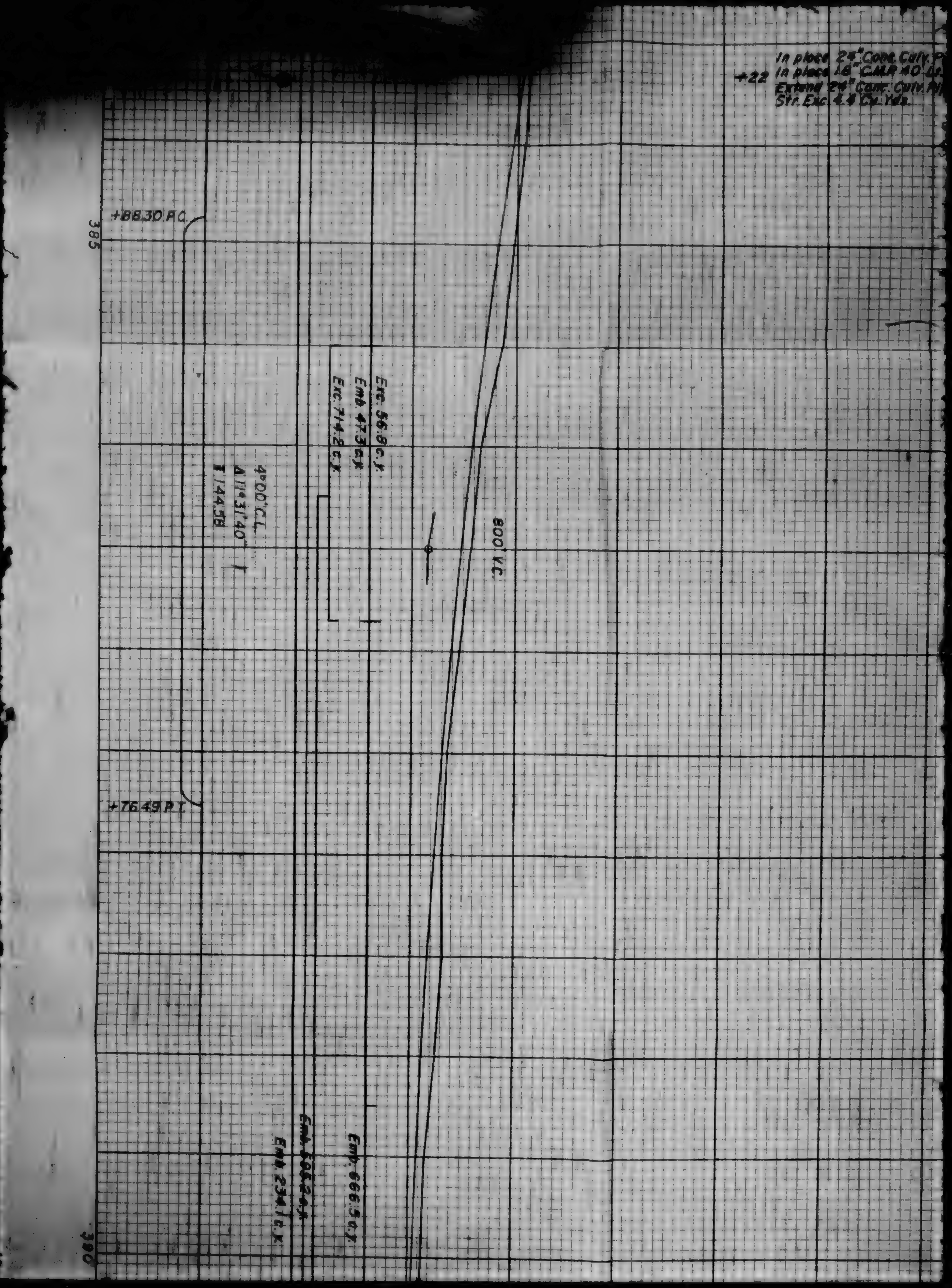
O.S.H.D.B.M.
52.969

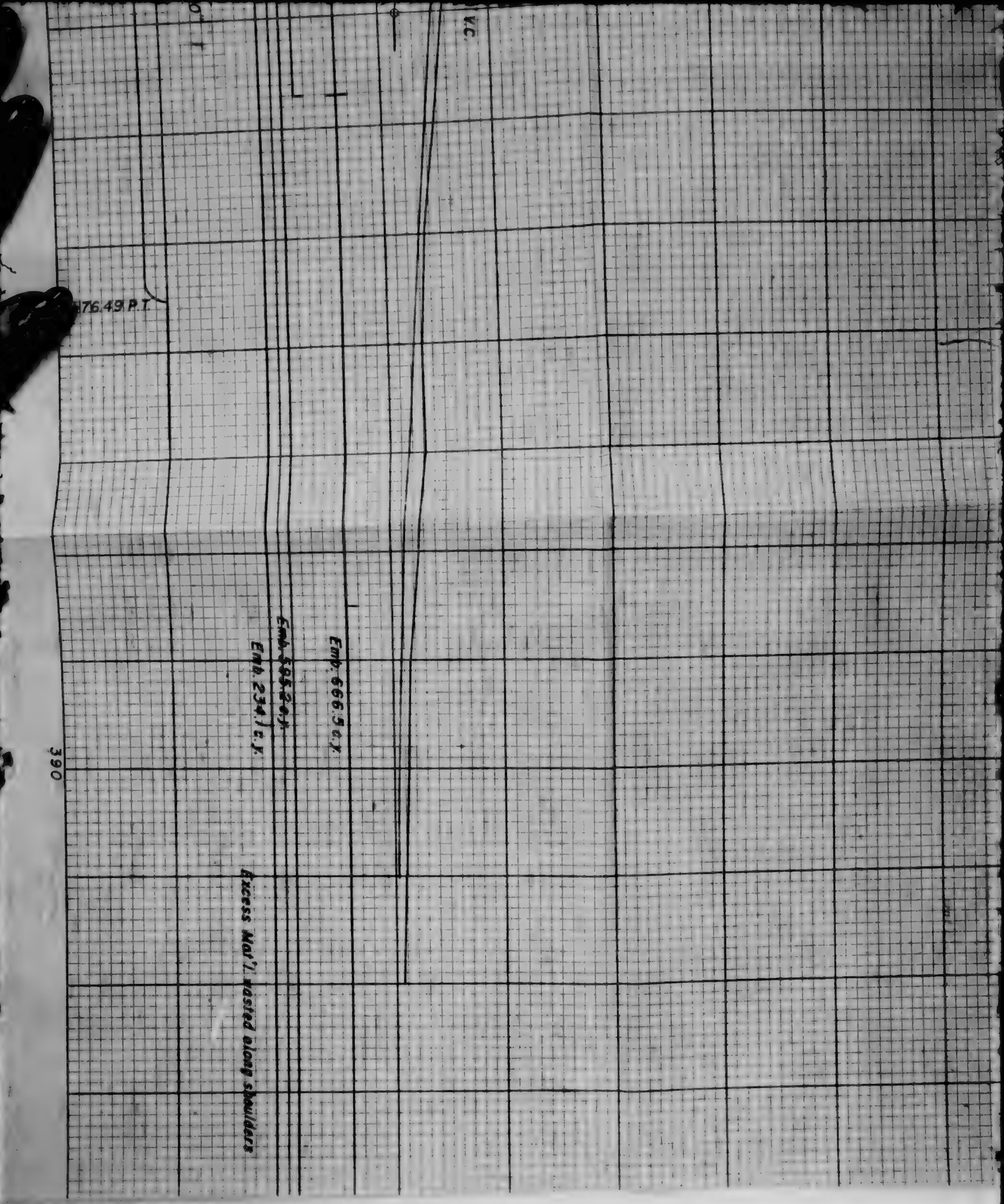

osed R/W
S.E.1/4 of N.E.1/4 Sec.1
+22 In Place 18" C.M.P. 40' lt.?
24" Conc. Culv. Pipe 14' rt.
Ext. 24" Conc. Culv. Pipe 18' rt.
Str. Exc. 4.4 cu. yds.
+18.4
384
386+00
386+32.88 P.I.
PARCEL No. 2
R 1,432.39
T 144.58
West Coast Tel. Co. Line
=387+76.49
=387+94± P
S.0°37'E.=S.0°35'E.
388+70


Sta. to. L.O.H. 120' C to Sta.
Exc. 2,048.7 C.Y.
Emb. 1,707.3 C.Y.
+22
In place 24" Conc. Culv. Pipe 14' Rt
In place 18" C.M.P. 40' Lt. 2
Extend 24" Conc. Culv. Pipe 18' Rt.
Str. Exc. 4.4 Cu. Yds.
+88.30 P.C.
385
Exc. 56.8 C.Y.
Emb. 47.3 C.Y.
Exc. 714.2 C.Y.
4°00' C.L.
Δ 11°31'40"
T 144.58
800 V.C.
+76.49 P.T.


384+88.30 P.C.
PARCEL No.2
4° C.L.
Δ 11°31'40"
L 288.19
CH. 287.71
R 1,432.39
T 144.58
=387+76.49 P.T.
=387+94± P.O.T.
388+70
S0°37'E=S0°35'E

+22 In place 18" C.M.P. 40' Lt.?
Extend 24" Conc. Culv. Pipe 18' Rt.
Str. Exc. 4.4 Cu. Yds.
Exc. 56.8 c.y.
Emb. 47.3 c.y.
Exc. 714.2 c.y.
400' C.L.
800' V.C.
U.S.H.D.B.M.
52.969
N.W. Corner Fourmile Creek Bridge
Top of Curb, Disc stamped "X44 1931"
Emb. 666.5 c.y.
Emb. 608.2 c.y.
Emb. 234.1 c.y.


+22
In place 24" Conc. Culv. P
In place 18" CMP 40' Lt
Extend 24" Conc. Culv. Pi
Str. Exc. 4.4 Cu. Yds.
385
+88.30 P.C.
Exc. 56.8 C.Y.
Emb. 47.3 C.Y.
Exc. 714.2 C.Y.
4°00' C.L.
Δ 11°31'40"
L 144.58
800' V.C.
+76.49 P.T.
Emb. 234.1 C.Y.
Emb. 505.2 C.Y.
Emb. 666.5 C.Y.
390


V.C.
176.49 P.I.
Emb. 666.5 c.y.
Emb. 395.2 c.y.
Emb. 234.1 c.y.
390
Excess Mat'l wasted along shoulders

BF-108(6) N. Unit, Bend-Lapine Sec., 1953
The Dalles-California Hwy.
#3865

Mr. Baldock

April 1st, 1955

FINAL COST ANALYSIS

North Unit, Bend-Lapine Section Grading and Paving The Dalles-California Highway
Contract #3865 Bablers & Rogers, Contractors Prefix 9-1027 BFI 108 (6)
A. A. Fossen, Resident Engineer

3865

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Clearing & Grubbing	All		$	$	$ 22,000.00	$ 30,000.00
*Struct. Excav., Unclass.	99.64	Cu. Yd.	4.00	4.00	398.56	398.56
*Trench Excav., Unclass.	11.25	" "	4.00	4.00	45.00	45.00
General Excav., Unclass.	393,568.7	" "	0.82	0.944	371,863.73	322,726.33
Short Overhaul	1,268,049.3	Yd. Sta.	0.01	0.01	12,680.49	12,680.49
Long "	12,122.1	C-Yd. Sta.	0.50	0.50	6,061.05	6,061.05
Finishing R/W & Slopes	12.09	Mile	400.00	367.69	4,445.40	4,836.00
Rounding Cutbanks	36,875	Lin. Ft.	0.15	0.124	4,560.54	5,531.25
*12" Concrete Pipe	165	" "	1.50	1.78	294.52	247.50
*18" " "	1,734	" "	3.50	3.066	5,317.35	6,069.00
Selected Cinder Topping	100,584	Cu. Yd.	0.30	0.216	21,699.24	30,175.20
Hauling " "	208,738	Yd. Mi.	0.07	0.091	18,947.25	14,611.66
1"-0" Cinders in Level and Shoulders	20,170	Cu. Yd.	1.80	1.43	28,897.68	36,306.00
Sprinkling	2,052.57	M/Gal.	2.50	1.92	3,938.23	5,131.43
1"-0" Cinders in Binder Course	829	Cu. Yd.	2.75	2.57	2,131.17	2,279.75
RC-3 Asphalt in Binder Course	50.97	Ton	42.00	43.58	2,221.48	2,140.74
Asphaltic Concrete Mixture	23,509.51	"	4.40	3.898	93,190.23	103,441.84
86-100 Asphalt in Mixture	3,311.66	"	32.00	30.50	101,030.72	105,973.12
Aggregate in Pavement Seal Coat	1,004	Cu. Yd.	4.00	3.32	3,328.87	4,016.00
Aggregate in Type 0-9 Oil Mat	2,064	" "	3.00	3.53	7,293.08	6,192.00

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Furnish & Place 150-200 Asphalt	222.98	Ton	$44.00	$43.80	$ 9,767.62	$ 9,811.12
Furnish & Place 200-300 Asphalt	249.88	"	44.00	40.28	10,065.88	10,994.72
PA #1, Furnish & Place RS-1 in Seal	66	"	44.00	47.98	3,166.80	2,904.00
PA #2, Purchase Excess ¼"-0" Crushed Cinders	2,089.5	Cu. Yd.	0.75	0.697	1,456.38	1,567.13
PA #2, Purchase Excess ¼"-#10 Crushed Cinders	896.7	" "	1.50	0.697	625.00	1,345.05
PA #2, Purchase Excess 1"-0" Crushed Cinders	1,193.2	" "	0.75	0.697	813.66	894.90
Force Account					787.28	787.28
					$737,027.21	$727,167.12

Total Cost	$737,027.21
Gross Revenue	727,167.12
Net Loss	$ 9,860.09

Net Loss Equals 1.4% of Gross Revenue

Detail of Cost
Babler & Rogers

Labor:

Labor and Supervision				$196,818.56	
Labor Insurance				10,251.63	
					$207,070.19

Materials:

86-100 Asphalt	3,366.58	Ton at	$22.66	$ 76,293.78	
Freight on 86-100	3,366.58	" "	6.76	22,755.95	
RC-3 Asphalt	50.97	" "	25.20	1,284.44	
Freight on RC-3	50.97	" "	7.73	394.14	
150-200 Asphalt	222.98	" "	22.66	5,052.99	
Freight on 150-200	222.98	" "	8.01	1,787.51	
200-300 Asphalt	249.88	" "	22.66	5,662.57	
Freight on 200-300	249.88	" "	7.02	1,753.11	
RS-1 Asphalt	66	" "	25.50	1,682.43	
Freight on RS-1 Asphalt	66	" "	7.95	524.74	
12" Concrete Pipe	165	Lin. Ft. at	$1.06	174.90	
18" " "	1,734	" " "	2.19	3,797.46	
					121,164.02

Equipment Rentals & Misc. Supplies:

Equipment Rentals (Owned)	$227,164.06	
Hired Trucks (Without Operators)	4,347.50	
Gas, Oil & Grease	37,918.63	
Heating Oil (Including Freight)	7,822.92	
P.L. & P.D. Insurance	2,230.35	
Freight & Cartage	12,807.28	
Sand & Cement	28.50	
Small Tools & Misc. Supplies	5,460.25	
Powder, Wire & Caps	61,722.95	
Bond	4,363.18	
Home Office & General Overhead	21,513.40	
		385,379.02

*Work Done All or Part by Murray Bros.:

Paid to Murray Bros. on Clearing	$ 22,000.00	
" " " " " Installing Pipe	970.42	
" " " " " Structural Excavation and Trench Excavation	443.56	
		23,413.98

Total Cost	$737,027.21

ECI

Detail of Cost
Murray Bros.

Labor:

Labor & Supervision	$9,420.46	
Labor Insurance	536.96	
		$ 9,957.42

Equipment Rentals & Misc. Supplies:

Equipment Rentals, Owned	$7,471.75	
Gas, Oil & Grease	1,141.00	
Small Tools & Misc.	149.40	
P.L. & P.D. Insurance	117.75	
Home Office	376.75	
		9,256.65
Total Cost		$19,214.07

Revenue from Clearing & Grubbing	$22,000.00
Sale of Timber	4,500.00
Total Revenue	$26,500.00
Total Cost	19,214.07
Net Profit	$ 7,285.93

Net Profit Equals 27.4% of Gross Revenue

ECP

North Unit, Bend-Lapine

Breakdown of Crushed Cinders

	Cost	Quantity	Unit	Unit Cost
Move In and Set Up (2 Setups)	$11,027.60	55,587.7	Cu. Yd.	$0.203
Doze to Crusher	5,167.32	"	" "	0.095
Crushing	19,822.89	"	" "	0.365
Stockpiling (At Plant)	1,845.84	"	" "	0.034
Cost in Stockpile				$0.697

A two-crusher plant was set up at the cinder pit located 0.4 mile east of the relocated highway at M.P. 147.7 and at the cinder pit located 0.9 mile east of the relocated highway at M.P. 156.7.

The crusher worked 416 hours for an average production of 133.6 cu. yd. per working hour.

North Unit, Bend-Lapine

	Cost	Quantity	Unit	Unit Cost
Move In and Set Up	$ 7,752.52	23,889	Ton	$0.324
Feed Plant	3,933.87	"	"	0.164
Heat and Mix	35,397.88	"	"	1.481
Haul to Road (Av. 6 Miles)	15,180.43	"	"	0.635
Street Work	12,277.25	"	"	0.513
Cost of Aggregate	18,648.23	"	"	0.781
Subtotal	$ 93,190.23			$3.898
Asphalt (Bid Separately)	101,030.72	"	"	4.229
Total Cost	$194,220.95	23,889	Ton	$8.127

The asphaltic concrete was made of 85.9% cinders and 14.1% (86-100) asphalt. The cinders were light in weight, averaging about 1,720 lbs. per cu. yd.

A Pioneer continuous mixing plant was set up at the cinder pit located 0.8 mile east of the relocated highway at M.P. 151.9; 23,889 tons of asphaltic concrete was produced in 323 working hours, an average of 73.9 tons per hour. Of this total tonnage 23,509.51 tons was produced for the section North Unit, Bend-Lapine and 379.525 tons for the City of Redmond contract.

Remarks:

This was a "Federal Aid Project" for the construction of 12.09 miles of main highway roadbed, construction of 12.09 miles of selected cinder topping, construction of 12.09 miles of leveling course and shoulders, construction of 12.09 miles of asphaltic concrete pavement and construction of 12.09 miles of Type 0-9 oil mat wearing surface on shoulders.

The contract was bid and awarded February 18th, 1953. Work was started March 2nd, 1953, and completed July 10th, 1954.

On March 2nd, 1953, Murray Bros. of Bend, Oregon moved in a D-8 cat and brush dozer, two D-7 cats and brush dozers and one flatbed truck and started clearing. The section on the north side of Lava Butte had some merchantable timber which was sold to loggers. They also cut and hauled the logs from this section. Then after the stumps were removed, a D-8 cat and D-7 cat would take a heavy chain (anchor chain from a ship) stretched between them and clear a section by dragging this chain between them, uprooting the brush and small trees. Then the cats would pile the brush and trees. Later a crew of three men with flatbed truck would come by picking up all the small limbs and roots and burn everything. Clearing and grubbing was completed in nine weeks. This was one of the best handled clearing jobs ever performed in the state.

On April 28th, 1953, the contractor moved in only dirt-moving equipment which he used to open up the cuts. Drilling started about June 10th, 1953, with light drilling equipment then later in the month more drilling equipment was moved in consisting of three wagon drills, two 500-lb. compressors, one 315 compressor and a crew of from eight to twelve men. Excavation consisted of 55% solid lava rock and 45% dirt. Grading equipment consisted of a 2½ cu. yd. shovel, three DW-20's, one Letourneau scraper, five D-8 cats, #12 blade, one ripper and three 12 cu. yd. trucks. Finding more solid lava rock than anticipated, general excavation shows a loss.

All crushed materials were crushed from two cinder pits, one located 0.9 mile east of M.P. 156.7, the other pit located 0.4 mile east of M.P. 147.7. A two-crusher plant was used in both setups. Good progress was made on all crushed materials.

A 150-ton per hour Pioneer continuous mix plant was moved in and set up adjacent to stockpile at M.P. 147.7. Paving started October 10th, 1953, and worked intermittently until December 4th, 1953, started again May 5th, 1954, and completed all paving May 20th, 1954. Most of the paving plant was moved out during the winter months then moved back again in the spring. Having a good price on plant mix, this item shows a profit.

The contractor had good supervision with adequate equipment to handle the project, but finding more solid lava rock than the contractor anticipated, this project shows a small loss.

Oscar Cutler
Chief Cost Analyst

By . . K. T. Wechter

REC[illegible]
NO[illegible]
FO[illegible]

EF-105(1)

25-5

5-18

October 29, 1954

DeArmond, Goodrich, Foley & Gray
U. S. National Bank Building
Bend, Oregon

Attention: Mr. Harry W. Pierce

Gentlemen:

Reference is made to your letter of October 22, 1954, regarding contractor, or contractors, on the new construction of Highway 97 south of Bend, Oregon.

Contract No. 3865, North Unit, Bend-Lapine Section of The Dalles-California Highway, Route 97, was awarded to Rogers Construction Co., 11760 N. E. Glisan St., Portland 16, Oregon. Our records do not show any sub-contracters on the job.

The Mile Point limits covered by this contract were from Mile Point 147.17 to Mile Point 159.26.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:ia

Telephone 586

Law Offices
De Armond, Goodrich, Foley & Gray
U. S. National Bank Building
BEND, OREGON

H. H. De Armond
A. C. Goodrich
Robert H. Foley
Alvin J. Gray
Harry W. Pierce

October 22nd, 1954

Mr. R. H. Baldock
State Engineer Building
Salem, Oregon

Dear Sir:

Could you please advise this office as to who the Contractor was whom the State employed for the construction of the new portion of Highway 97 South of Bend, Oregon with particular reference in that area in the vicinity of Milepost 150, about one mile North of Lava Butte. We would also appreciate it, if the information is available, if you would furnish us with the names of any sub-contractors who were utilized by said Contractor.

Very truly yours,

DE ARMOND, GOODRICH, FOLEY, & GRAY

Harry W. Pierce

Harry W. Pierce

HWP:vmf

RECEIVED
OCT 25 1954
OFFICE OF
STATE HIGHWAY ENGINEER

4

Br-118(c)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 28, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3865	18-final	Rogers Constr. Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22397	R-107334	$ 21,817.48	10/27/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: June 30, 1954

Time Extensions: to July 10, 1954 without penalty

Completion Date: July 10, 1954

Date Accepted: Aug. 9, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-1-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD

11-1-54, gl

Warrant Mailed: NOV
R.R.

RECEIVED
OCT 7 - 1954
FOR FILING

October 7, 1954

Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 3865 for work performed on the North Unit, Bend-Lapine Section of The Dalles-California Highway in Deschutes County was completed by the contractor, Rogers Construction Co., on July 10 and was formally accepted by the Highway Commission on August 9, 1954.

Final payment in the amount of $21,817.48 will be released to the contractor on or after October 18, 1954. The total contract amount is $727,167.12, of which amount $787.28 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
10-7-54

RECEIVED
FOR FILING

FF [illegible] (6)
3865

August 18, 1954

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 9, had under discussion your request for an extension of time from June 30 to July 31, 1954 within which to complete your contract No. 3865, for paving on the North Unit, Bend-La-pine Section of The Dalles-California Highway in Deschutes County.

I am pleased to inform you that the Highway Commission granted your request to July 10, 1954, the actual completion date of the contract, without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

A. A. Fossen,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
FOR FILING

August 11, 1954

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction Co. on contract No. 3865, covering the North Unit, Bend-Lapine Section of the The Dalles-California Highway in Deschutes County.

This payment, in the amount of $43,115.01, will be released to the contractor on or after August 21, 1954. The retained percentage is $21,814.94.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

10

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 31, 1954

Section North Unit Bend - LaPine
Kind of work Grading and Paving
Highway The Dalles - California
Section prefix 9-1027
Contractor Rogers Constr. Co
Contract number 3865
Date of contract Febr. 18, 1953
Date of completion June 30, 1954
Date work started March 2, 1953
~~Estimated~~ date of completion July 10, 1954
Amount of contract $ 854,629.88
Per cent of time elapsed 510 / 498 102.41 %
Estimated cost of completed project, exclusive of engineering $ 727,269.17
Per cent of contract completed, based on total contract price *Sheet #1* 100 %
Engineering ~~cost to date~~ when Compl. $ 45,000.00, 74.05 %
Date project was completed July 10, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Clearing and grubbing work started on March 2 1953 and was completed on April 22 1953. Drainage pipes were installed and completed on May 1. Setting up of the crushing plant got underway Monday April 13, the first set up being in the pit opposite MP 156.7. After completing the crushing of the specified amounts from that pit the crusher was moved and started crushing the materials to be used in the asphaltic concrete mix. This set up was at the site opposite MP 1477. On May 20 the crusher had completed the needed amounts of all materials and started the dismantling of the plant. Grading work started on April 23, with only dirt moving equipment being used to open up the cuts. Drilling work started around June 10 with light drilling equipment, the heavier equipment moving in about June 25, and during the week of July 18. Grading equipment used during all this period were as follows: 2½ cy shovel, 3 DW 20 scrapers, 1 LeTourneau scraper, 5 D8 cats, 1 ripper and 3 Trucks. During the week of July 18 the shovel was moved out and did not return until the week of September 5. Placing of the cinder base started during the week of September 19. The first lift of AC pavement started during the week of October 10 and continued intermittingly until Friday December 4, starting again May 5 and finally completed on Thursday May 20 1954. Placing of surfacing continued until December 4 and the balance was placed in the spring of '54, starting April 7 and finally completed the last of April. (continued on sheet 2)

Signed W. A. Foster Resident Engineer
Address Box 151 Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain [illegible] for [illegible] file.

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	12.09	12.09		12.09	12.09
Miles partially completed					
Miles completed	12.09	12.09		12.09	12.09
Total estimated quantities	412,000	Pr. 88,000 Cr 21,800	Asph. agg	750 6,000	3,400 T 25,000 T
Semi-Final Estimated quantities moved or placed to date	393,565.6	Pr. 100,584 Cr 20,700	4,179.4	589.83 3,897	3311.66 23,509.51
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
en and trucks over 3 tons							
Men and tractors							

quipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
unday	Warm		
onday	Warm		
uesday	Warm		
ednesday	Warm		
hursday	Warm		
riday			
aturday			

STATE PRINTING

D

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 31, 1954

Sheet #2

Section ....

Kind of work ....

Highway ....

Section prefix ....

Contractor ....

Contract number ....

Date of contract ...., 19.....

Date of completion ...., 19.....

Date work started ...., 19.....

Estimated date of completion ...., 19.....

Amount of contract $..........

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $..........

Per cent of contract completed, based on total contract price ....%

Engineering cost to date $.........., ...%

Date project was completed ...., 19.....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Grading work continued thru the winter. The shovel moved out during the week of February 13, but the drilling of some of the cuts continued. Grading work was finally completed during the week of May 1.

Oiling of shouders started May 26 and was completed on Thursday June 3.

The entire length of the project was opened to traffic on June 11 1954.

As requested by the Division Engineer a final seal was placed on 3 sections of the project only: Station 205-360, 652 to 707 and from 796 to 840. This was done on July 8. The contract was completed on July 10 and final removal of contractors equipment on July 24.

A settlement of the rock fill between Stations 604 to 612, after the opening of the road to through traffic ~~,~~ has taken place. Two State force orders to correct this have been authorized.

Semi-final ~~report~~ estimate submitted to the Bend Division Office on July 30 1954.

Final Report.

Signed ak Tozein

Address Bx 151 Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

RECEIVED
FOR FILING

July 30, 1934

Request for extension of time
No. 11
August 9 and 10 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Rogers Construction Company for an extension of time on the North Unit, Bend-Lapine Section, The Dalles-California Highway, Contract No. 3005, from June 30, 1934 to July 31, 1934.

Grading an paving on this section was completed by June 3, but at the request of the engineer the final seal was deferred until there had been opportunity to observe the reaction of the pavement under traffic. When it was found that the seal was necessary, weather conditions were unsatisfactory and the contractor was necessarily forced to wait for suitable weather.

The job was actually completed on July 10, 1934 and I recommend the extension to and including that date without penalty. Mr. C. C. Polk of the Bureau of Public Roads concurs in that recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP lg

Form PR 2 (Revised 1950)

541

State Oregon

Project No. BF-108(6)

Federal Aid Bond Issue

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of July, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of November, 1952, a program, which was approved on the 5th day of January, 1953, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 3rd day of February, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of four hundred seventy-five thousand and 00/100 dollars ($475,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.: (Include date and citation of act of legislature by which authorized)

~~(b) From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturitie
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Mar. 1, 1953	Mar. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 205+00 in the NW 1/4, Section 30, T-18-S, R-12-E, W.M. and survey station 840+00 in the SW 1/4, Section 16, T-20-S, R-11-E, W.M., without exception, length 12.088 miles, in Deschutes County, being Oregon Federal Aid Bond/Issue project No. BF-108(6), consisting of 12.088 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of four hundred seventy-five thousand and 00/100 dollars ($475,000.00), which does not exceed the authorized Federal pro rata share of eight hundred twenty-four thousand one hundred fifty-three and 55/100 dollars ($824,153.55), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 529, Laws 1939.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Oregon State Highway Department

Federal Aid Project
No. BF-108 (6)

NORTH UNIT, BEND-LAPINE SECTION OF
THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code 6201
2-Lane Roadway (Sta. L^2 205+00 to L^2 422+00) (Sta. L^2 500+00 to Sta. L^2 712+00)
(Sta. L^2 776+00 to Sta. L^2 840+00) (Contract No. 3065)

All Required		Clearing and Grubbing (74%)		$ 22,200.00
108	cu. yds.	Structural Excavation, Unclassified	$ 4.00	432.00
29	cu. yds.	Trench Excavation, Unclassified	4.00	116.00
284,800	cu. yds.	General Excavation, Unclassified	0.82	233,536.00
773,000	yd. stas.	Short Overhaul	0.01	7,730.00
5,000	C-yd. stas.	Long Overhaul	0.50	2,500.00
9.40	miles	Finishing Roadbed and Slopes	400.00	3,760.00
27,000	lin. ft.	Rounding Cutbanks	0.15	4,050.00
50	lin. ft.	12-inch Concrete Pipe	1.50	75.00
1,800	lin. ft.	18-inch Concrete Pipe	3.50	6,300.00
65,500	cu. yds.	Selected Cinder Topping	0.30	19,650.00
108,200	yd. mi.	Hauling Cinder Topping	0.07	7,574.00
16,150	cu. yds.	1" - 0 Cinders in Leveling Course and Shoulders	1.80	29,070.00
2,180	M-gal.	Sprinkling	2.50	5,450.00
1,270	cu. yds.	1" - 0 Cinders in Binder Course	2.75	3,492.50
200	tons	RC-3 Asphalt in Binder Course	42.00	8,400.00
17,400	tons	Asphaltic Concrete Mixture	4.40	76,560.00
2,340	tons	86-100 Asphalt in Mixture	32.00	74,880.00
880	cu. yds.	Aggregate in Pavement Seal Coat	4.00	3,520.00
2,300	cu. yds.	Aggregate in Type 0-9 Oil Mat	3.00	6,900.00
150	tons	Furnishing and Placing 150-200 Asphalt	44.00	6,600.00
196	tons	Furnishing and Placing 200-300 Asphalt	44.00	8,624.00
			Subtotal	$531,419.50
			10% Engr. & Cont.	53,141.95
			Total	$584,561.45

Length of Roadway	9.399 miles
Cost per Mile	$62,194.00

Oregon State Highway Department

Federal Aid Project
No. BF-108 (6)

NORTH UNIT, BEND-LAPINE SECTION OF
THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code 6201
2-Lane Roadway (Sta. L^2 205+00 to L^2 422+00) (Sta. L^2 500+00 to Sta. L^2 712+00) (Sta. L^2 776+00 to Sta. L^2 840+00) (Contract No. 3065)

All Required		Clearing and Grubbing (74%)		$ 22,200.00
108	cu. yds.	Structural Excavation, Unclassified	$ 4.00	432.00
29	cu. yds.	Trench Excavation, Unclassified	4.00	116.00
284,800	cu. yds.	General Excavation, Unclassified	0.82	233,536.00
773,000	yd. stas.	Short Overhaul	0.01	7,730.00
5,000	C-yd. stas.	Long Overhaul	0.50	2,500.00
9.40	miles	Finishing Roadbed and Slopes	400.00	3,760.00
27,000	lin. ft.	Rounding Cutbanks	0.15	4,050.00
50	lin. ft.	12-inch Concrete Pipe	1.50	75.00
1,800	lin. ft.	18-inch Concrete Pipe	3.50	6,300.00
65,500	cu. yds.	Selected Cinder Topping	0.30	19,650.00
108,200	yd. mi.	Hauling Cinder Topping	0.07	7,574.00
16,150	cu. yds.	1" – 0 Cinders in Leveling Course and Shoulders	1.80	29,070.00
2,180	M-gal.	Sprinkling	2.50	5,450.00
1,270	cu. yds.	1" – 0 Cinders in Binder Course	2.75	3,492.50
200	tons	RC-3 Asphalt in Binder Course	42.00	8,400.00
17,400	tons	Asphaltic Concrete Mixture	4.40	76,560.00
2,340	tons	85-100 Asphalt in Mixture	32.00	74,880.00
880	cu. yds.	Aggregate in Pavement Seal Coat	4.00	3,520.00
2,300	cu. yds.	Aggregate in Type 0-9 Oil Mat	3.00	6,900.00
150	tons	Furnishing and Placing 150-200 Asphalt	44.00	6,600.00
196	tons	Furnishing and Placing 200-300 Asphalt	44.00	8,624.00
			Subtotal	$531,419.50
			10% Engr. & Cont.	53,141.95
			Total	$584,561.45

Length of Roadway 9.399 miles
Cost per Mile $62,194.00

Type Code 6201
3-Lane Roadway (Sta. I^2 422+00 to Sta. I^2 500+00) (Sta. I^2 712+00 to Sta. I^2 776+00)
Contract No. 1865)

All Required		Clearing and Grubbing (25%)		$ 7,500.00
10	cu. yds.	Structural Excavation, Unclassified	$ 4.00	40.00
10	cu. yds.	Trench Excavation, Unclassified	4.00	40.00
125,000	cu. yds.	General Excavation, Unclassified	0.82	102,500.00
467,000	yd. stas.	Short Overhaul	0.01	4,670.00
5,000	C-yd. stas.	Long Overhaul	0.50	2,500.00
2.69	miles	Finishing Roadbed and Slopes	400.00	1,076.00
10,000	lin. ft.	Rounding Cutbanks	0.15	1,500.00
200	lin. ft.	18-inch Concrete Pipe	3.50	700.00
22,000	cu. yds.	Selected Cinder Topping	0.30	6,600.00
30,000	yd. mi.	Hauling Cinder Topping	0.07	2,100.00
5,400	cu. yds.	1" - 0 Cinders in Leveling Course and Shoulders	1.80	9,720.00
800	M-gal.	Sprinkling	2.50	2,000.00
500	cu. yds.	1" - 0 Cinders in Binder Course	2.75	1,375.00
85	tons	RC-3 Asphalt in Binder Course	42.00	3,570.00
7,200	tons	Asphaltic Concrete Mixture	4.40	31,680.00
1,000	tons	86-100 Asphalt in Mixture	32.00	32,000.00
400	cu. yds.	Aggregate in Pavement Seal Coat	4.00	1,600.00
600	cu. yds.	Aggregate in Type 0-9 Oil Mat	3.00	1,800.00
40	tons	Furnishing and Placing 150-200 Asphalt	44.00	1,760.00
70	tons	Furnishing and Placing 200-300 Asphalt	44.00	3,080.00
			Subtotal	$217,811.00
			10% Engr. & Cont.	21,781.10
			Total	$239,592.10

Length of Roadway	2.689 miles
Cost per Mile	$89,100.81

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$584,561.45	$336,911.00	$247,650.45
3-Lane Roadway	239,592.10	138,089.00	101,503.10
	$824,153.55	$475,000.00	$349,153.55

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. BF-108 (6)

NORTH UNIT, BEND-LAPINE SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 2, 1953

Type Code 6201
2-Lane Roadway (Sta. L^2 208+00 to L^2 422+00)(Sta. L^2 500+00 to Sta. L^2 712+00)(Sta. L^2 776+00 to Sta. L^2 840+00)

All Required		Clearing and Grubbing (74%)		$ 29,600.00
108	cu. yds.	Structural Excavation, Unclassified	$ 3.50	378.00
29	cu. yds.	Trench Excavation, Unclassified	3.00	87.00
284,800	cu. yds.	General Excavation, Unclassified	0.65	185,120.00
773,000	yd. sta.	Short Overhaul	0.0125	9,662.50
5,000	C-yd. sta.	Long Overhaul	0.40	2,000.00
9.40	miles	Finishing Roadbed and Slopes	500.00	4,700.00
27,000	lin. ft.	Rounding Cutbanks	0.18	4,860.00
50	lin. ft.	12-inch Concrete Pipe	2.00	100.00
1,800	lin. ft.	18-inch Concrete Pipe	3.75	6,750.00
65,500	cu. yds.	Selected Cinder Topping	0.35	22,925.00
108,200	yd. mi.	Hauling Cinder Topping	0.10	10,820.00
16,150	cu. yds.	1" - 0 Cinders in Leveling Course and Shoulders	1.60	25,840.00
2,180	M-gal.	Sprinkling	3.00	6,540.00
1,270	cu. yds.	1" - 0 Cinders in Binder Course	3.50	4,445.00
200	tons	RC-3 Asphalt in Binder Course	40.00	8,000.00
17,400	tons	Asphaltic Concrete Mixture	4.00	69,600.00
2,340	tons	86-100 Asphalt in Mixture	34.00	79,560.00
880	cu. yds.	Aggregate in Pavement Seal Coat	3.50	3,080.00
2,300	cu. yds.	Aggregate in Type 0-9 Oil Mat	3.50	8,050.00
150	tons	Furnishing and Placing 150-200 Asphalt	40.00	6,000.00
196	tons	Furnishing and Placing 200-300 Asphalt	40.00	7,840.00
			Subtotal	$495,957.50
			10% Engr. & Cont.	49,595.75
			Total	$545,553.25

Length of Roadway 9.399 miles
Cost per mile $58,861.82

Type Code 6201

3-Lane Roadway (Sta. L^2 422+00 to Sta. L^2 500+00)
(Sta. L^2 712+00 to Sta. L^2 776+00)

All Required		Clearing and Grubbing (25%)		$ 10,000.00
10	cu. yds.	Structural Excavation, Unclassified	$ 3.50	35.00
10	cu. yds.	Trench Excavation, Unclassified	3.00	30.00
125,000	cu. yds.	General Excavation, Unclassified	0.65	81,250.00
467,000	yd. sta.	Short Overhaul	0.0125	5,837.50
5,000	C-yd. sta.	Long Overhaul	0.40	2,000.00
2.69	miles	Finishing Roadbed and Slopes	500.00	1,345.00
10,000	lin. ft.	Rounding Cutbanks	0.18	1,800.00
200	lin. ft.	18-inch Concrete Pipe	3.75	750.00
22,000	cu. yds.	Selected Cinder Topping	0.35	7,700.00
30,000	yd. mi.	Hauling Cinder Topping	0.10	3,000.00
5,400	cu. yds.	1" - 0 Cinders in Leveling Course and Shoulders	1.60	8,640.00
800	M-gal.	Sprinkling	3.00	2,400.00
500	cu. yds.	1" - 0 Cinders in Binder Course	3.50	1,750.00
85	tons	RC-3 Asphalt in Binder Course	40.00	3,400.00
7,200	tons	Asphaltic Concrete Mixture	4.00	28,800.00
1,000	tons	86-100 Asphalt in Mixture	34.00	34,000.00
400	cu. yds.	Aggregate in Pavement Seal Coat	3.50	1,400.00
600	cu. yds.	Aggregate in Type C-9 Oil Mat	3.50	2,100.00
40	tons	Furnishing and Placing 150-200 Asphalt	40.00	1,600.00
70	tons	Furnishing and Placing 200-300 Asphalt	40.00	2,800.00
			Subtotal	$200,637.50
			10% Engr. & Cont.	20,063.75
			Total	$220,701.25

Length of Roadway 2.689 miles
Cost per mile $82,075.58

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$545,553.25	$338,188.00	$207,365.25
3-Lane Roadway	220,701.25	136,812.00	83,889.25
	$766,254.50	$475,000.00	$291,254.50

Oregon State Highway Department

Federal Aid Project
No. BF-108 (6)

NORTH UNIT, BEND-LAPINE SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.

Salem, Oregon, January 29, 1953

Type Code 6201
2-Lane Roadway (Sta. L^2 205+00 to L^2 422+00)(Sta. L^2 500+00 to Sta. L^2 712+00) (Sta. L^2 776+00 to Sta. L^2 840+00)

All Required		Clearing and Grubbing (75%)		$ 30,000.00
110	cu. yds.	Structural Excavation, Unclassified	$ 3.50	385.00
30	cu. yds.	Trench Excavation, Unclassified	3.00	90.00
287,000	cu. yds.	General Excavation, Unclassified	0.65	186,550.00
773,000	yd. sta.	Short Overhaul	0.0125	9,662.50
5,000	C-yd. sta.	Long Overhaul	0.40	2,000.00
9.40	miles	Finishing Roadbed and Slopes	500.00	4,700.00
27,000	lin. ft.	Rounding Cutbanks	0.18	4,860.00
130	lin. ft.	12-inch Concrete Pipe	2.00	260.00
1,800	lin. ft.	18-inch Concrete Pipe	3.75	6,750.00
66,000	cu. yds.	Selected Cinder Topping	0.35	23,100.00
110,000	yd. mi.	Hauling Cinder Topping	0.10	11,000.00
16,400	cu. yds.	1" - 0 Cinders in Leveling Course and Shoulders	1.60	26,240.00
2,200	M-gal.	Sprinkling	3.00	6,600.00
1,300	cu. yds.	1" - 0 Cinders in Binder Course	3.50	4,550.00
205	tons	RC-3 Asphalt in Binder Course	40.00	8,200.00
17,800	tons	Asphaltic Concrete Mixture	4.00	71,200.00
2,400	tons	85-100 Asphalt in Mixture	34.00	81,600.00
900	cu. yds.	Aggregate in Pavement Seal Coat	3.50	3,150.00
2,300	cu. yds.	Aggregate in Type O-9 Oil Mat	3.50	8,050.00
150	tons	Furnishing and Placing 150-200 Asphalt	40.00	6,000.00
200	tons	Furnishing and Placing 200-300 Asphalt	40.00	8,000.00
			Subtotal	$502,947.50
			10% Engr. & Cont.	50,294.75
			Total	$553,242.25

Length of Roadway	9.399 miles
Cost per mile	$58,861.82

Type Code 6201
3-Lane Roadway (Sta. L^2 422+00 to Sta. L^2 500+00)
(Sta. L^2 712+00 to Sta. L^2 776+00)

All Required		Clearing and Grubbing (25%)		$ 10,000.00
10	cu. yds.	Structural Excavation, Unclassified	$ 3.50	35.00
10	cu. yds.	Trench Excavation, Unclassified	3.00	30.00
125,000	cu. yds.	General Excavation, Unclassified	0.65	81,250.00
467,000	yd. sta.	Short Overhaul	0.0125	5,837.50
5,000	C-yd. sta.	Long Overhaul	0.40	2,000.00
2.69	miles	Finishing Roadbed and Slopes	500.00	1,345.00
10,000	lin. ft.	Rounding Cutbanks	0.18	1,800.00
200	lin. ft.	18-inch Concrete Pipe	3.75	750.00
22,000	cu. yds.	Selected Cinder Topping	0.35	7,700.00
30,000	yd. mi.	Hauling Cinder Topping	0.10	3,000.00
5,400	cu. yds.	1" - 0 Cinders in Leveling Course and Shoulders	1.60	8,640.00
800	M-gal.	Sprinkling	3.00	2,400.00
500	cu. yds.	1" - 0 Cinders in Binder Course	3.50	1,750.00
85	tons	RC-3 Asphalt in Binder Course	40.00	3,400.00
7,200	tons	Asphaltic Concrete Mixture	4.00	28,800.00
1,000	tons	86-100 Asphalt in Mixture	34.00	34,000.00
400	cu. yds.	Aggregate in Pavement Seal Coat	3.50	1,400.00
600	cu. yds.	Aggregate in Type 0-9 Oil Mat	3.50	2,100.00
40	tons	Furnishing and Placing 150-200 Asphalt	40.00	1,600.00
70	tons	Furnishing and Placing 200-300 Asphalt	40.00	2,800.00
			Subtotal	$200,637.50
			10% Engr. & Cont.	20,063.75
			Total	$220,701.25

Length of Roadway 2.689 miles
Cost per mile $82,075.58

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$553,242.25	$342,406.00	$210,836.25
3-Lane Roadway	220,701.25	136,594.00	84,107.25
	$773,943.50	$479,000.00	$294,943.50

NORTH UNIT, BEND-LAPINE SECTION

PROJECT NO. BF-108 (6)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 2, 1953

RECEIVED
JUL 19 1954
FOR FILING

July 15, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 10, 1954 on Contract No. 3865, North Unit, Bend-Lapine Section, in Deschutes County, in connection with Federal Aid Project No. EP-108 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:gs

cc: John Cattrall

RECEIVED
FOR FILING

July 15, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the North Unit, Bend-Lapine Contract No. 3865, Oregon BF-108 (6), from June 30, 1954 to July 10, 1954, inclusive, to Rogers Construction Company.

Grading and paving on this section was completed by June 3rd, but at the request of the engineer the seal was deferred until an opportunity had been had to observe the reaction of the pavement under traffic. When it was determined to seal the pavement weather conditions were not satisfactory, and the contractor had to overrun his time by a period of ten days.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

RECEIVED
FOR FILING

March 25, 1953

Rogers Construction, Inc.
11760 S. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, four fully executed copies of contracts which were awarded to you on February 16, 1953 by the State Highway Commission, as follows:

Contract No. 3860, for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties.

Contract No. 3861, for the Parkdale Rock Production Project on the Mt. Hood and Hood River Highways in Hood River County.

Contract No. 3865, for grading and paving on the North Unit, Bend-Lapine Section of The Dalles-California Highway in Deschutes County.

Contract No. 3873, for rock Production on the Mitchell-Willow Creek Section of the Ochoco Highway in Wheeler County.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

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3865

March 5, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started March 2, 1953 on Contract No. 3065, North Unit, Bend-Lapine Section, in connection with Federal Aid Project No. BF-108 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

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February 19, 1953

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contract No. 3865 for construction of 14.09 miles grading, paving and oiled shoulders on the North Unit, Bend-Lapine Section of The Dalles-California Highway in Deschutes County about 4 miles south of Bend. This award was based on your bid of $756,471.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
W. M. Franswa, SIAC

Enclosure

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FEB [illegible] 1953
FOR FILING
OREGON DISTRICT

BF-108(6)

3865

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

February 18, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 3865 for Oregon Project BF-108(6), North Unit, Bend-Lapine Section of The Dalles-California Highway, to Rogers Construction Company of Portland, Oregon, low bidder in the amount of $756,471.00 at the February 18, 1953 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

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OREGON
STATE HIGHWAY COMMISSION

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BF-108(6)

3865

February 3, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project BF-108(6), North Unit, Bend-LaPine Section of The Dalles-California Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED

S-241(5) Fremont Jct.-Rosa Cr. Sec., 1953
Warner Hwy.
#3866

2-11

R. H. Baldock

June 14th, 1955

FINAL COST ANALYSIS

Fremont Jct.-Rosa Creek Section
Contract #3866

Warner Highway
Prefix 119-1016

Paving & Stockpile Rock
J. C. Compton Co., Contractor

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
RS-2 Emulsion in Tack Coat	9.89	Ton	$60.00	$63.92	$ 632.26	$ 593.40
Class "B" Asphaltic Concrete	16,395.65	"	6.75	6.261	102,653.16	110,670.64
3/4"-0" in Shoulders	4,576	Cu. Yd.	2.25	2.168	9,982.06	10,296.00
3/4"-½" in Stockpile	4,672.6	" "	2.25	2.168	10,130.20	10,513.35
½"-¼" in Stockpile	5,620.2	" "	2.25	2.168	12,184.60	12,645.45
¼"-#10 in Stockpile	2,038.6	" "	3.00	2.168	4,419.68	6,115.80
¼"-0" in Stockpile	1,008.1	" "	3.00	2.168	2,185.56	3,024.30
PA #1, Purchase Excess 85-100 Asphalt	32.36	Ton	27.514	27.514	890.35	890.35
PA #2, Purchase Excess ¼"-0" Aggregate	488.5	Cu. Yd.	3.00	2.168	1,059.10	1,465.50
S.P. Haul Adjustment, Favor of Contractor	7,827	Yd. Mi.	0.12	0.15	1,174.05	939.24
Force Account					71.98	71.98
					$145,383.00	$157,226.01

Gross Revenue	$157,226.01
Total Cost	145,383.00
Net Profit	$ 11,843.01

Net Profit Equals 7.5% of Gross Revenue

NOTED
State Highway Engineer

Pine Street
Contract #3868

FINAL COST ANALYSIS

Paving
J. C. Compton Co., Contractor
V. E. Graue, Resident Engineer

City of Lakeview
Prefix 19-1017

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4" Mat'l. in Level Course & Shoulders	95	Cu. Yd.	$3.25	$2.57	$ 243.68	$ 308.75
Class "B" Asphaltic Concrete	605.583	Ton	8.25	7.61	4,603.76	4,996.06
					$ 4,847.44	$ 5,304.81

Gross Revenue	$5,304.81
Total Cost	4,847.44
Net Profit	$ 457.37

Net Profit Equals 8.6% of Gross Revenue

Detail of Cost for Contract Nos. 3866, 3867, 3868 and Private City Work

Labor:			
Labor & Supervision		$63,711.19	
Labor Insurance		4,614.64	
			$ 68,325.83
Materials:			
86-100 Asphalt	1,475.79 Ton at $11.75	$17,340.56	
Freight on 86-100 Asphalt	1,475.79 " " 11.67	17,229.02	
RS-2 Emulsified Asphalt	42.6 " " 24.38	1,038.58	
Freight on RS-2 Emulsified Asphalt	42.6 " " 11.24	479.15	
			36,087.31
Equipment Rentals & Misc. Supplies:			
Equipment Rentals (Owned)		$48,445.31	
Hired Trucks		12,927.20	
Gas, Oil & Grease		14,057.27	
Small Tools & Misc.		1,689.54	
P.L. & P.D. Insurance		806.82	
Powder & Caps		2,620.07	
Drilling & Shooting Cost		1,799.33	
Heating Oil		5,594.32	
Stove Oil		2,765.60	
Bond		1,344.26	
Home Office & General Overhead		4,651.10	
			96,700.72
Paid to Johnson & Amens			31,347.13
Total Cost			$232,460.99

Breakdown of Crushing

	Quantity	Unit	Total Cost	Unit Cost
Move In & Set Up (2 Setups)	41,799	Cu. Yd.	$ 9,035.40	$0.216
Drill & Shoot Only at Quarry at M.P. 147.5 on Fremont Hwy.	17,540	" "	5,503.79	0.314
Load & Haul to Crusher	41,799	" "	14,902.97	0.356
Crushing	41,799	" "	28,804.56	0.689
Haul to Stockpile	41,799	" "	22,961.84	0.549
Stockpiling	41,799	" "	1,832.99	0.044
Total Cost			$83,040.45	$2.168

Breakdown of Cost of Class "B" Asphaltic Concrete

	Quantity	Unit	Total Cost	Unit Cost
Move In & Set Up	20,976.53	Tons	$ 4,759.02	$0.226
Feed Plant	20,976.53	Tons	4,198.08	0.20
Heat & Haul 86-100 Asphalt			7,208.27	0.343
Heat & Mix	20,976.53	Tons	23,449.14	1.117
Cost of Asphalt Incl. Freight			37,633.03	1.794
Cost of Aggregates	17,201	Cu. Yd.	26,766.95	1.276
Cost of Muck Sand	1,125	Cu. Yd.	4,049.00	0.193
Cost at Plant				$5.149

Warner Jct.-Rosa Creek Contract #3866

	Quantity	Unit	Total Cost	Unit Cost
Cost of Class "B" at Plant			$ 84,414.61	$5.149
Hauling	16,395.65	Tons	11,083.97	0.676
Street Work & Flagging	16,395.65	Tons	7,154.58	0.436
			$102,653.16	$6.261

Lakeview Section Contract #3867

	Quantity	Unit	Total Cost	Unit Cost
Cost of Class "B" at Plant	2,887.2475	Tons	$ 14,866.45	$5.149
Hauling	2,887.2475	Tons	5,959.83	2.05
Street Work & Flagging	2,887.2475	Tons	1,784.32	0.618
			$ 22,580.60	$7.817

Pine Street Section Contract #3868

	Quantity	Unit	Total Cost	Unit Cost
Cost of Class "B" at Plant	605.583	Tons	$ 3,118.18	$5.149
Hauling	605.583	Tons	1,239.71	2.05
Street Work & Flagging	605.583	Tons	245.87	0.406
			$ 4,603.76	$7.605

Remarks:

Contract #3866, Fremont Junction-Rosa Creek, was a "Federal Aid Secondary Project"; Contract #3867, Lakeview Section of the Fremont and Klamath Falls-Lakeview highways, was a "State Project"; and Contract #3868, Pine Street, was a "City Project". These 3 contracts were bid February 18th, 1953, and all work was completed June 19th, 1954.

On June 10th, 1953 the contractor started moving in a four-crusher plant into the quarry located 0.9 mile south of M.P. 8.68 on the Warner Highway. This quarry was nice plate rock and did not require drilling or shooting. A D8 cat and dozer with ripper was used to rip and push material to a 3/4 cu. yd. shovel which loaded into two 5 cu. yd. trucks which hauled the material to the crushing plant. All plant mix materials and part of the stockpile rock was crushed from this setup.

Then on August 10th, 1953 the contractor started moving the crushing plant to the quarry located on the easterly side of the Fremont Highway at M.P. 147.5. The contractor used a three-crusher plant in this setup. This quarry required drilling and shooting. All base rock and the rest of the stockpile material was crushed from this setup. The average hourly production from the two setups was 84.1 cu. yd. per working hour. All work except the paving was completed on these contracts in 1953.

Then on April 24th, 1954 the contractor started moving a continuous plant into the stockpile located adjacent to the Warner Highway at M.P. 8.68. Paving started May 4th, 1954, and all paving was completed June 17th, 1954. Plant mix for all jobs was produced from this setup including 1,088 tons for private city work, not on contract. Not having enough fines in the plant mix material, muck sand was hauled from New Pine Creek at a cost of $3.60 per cu. yd. The 86-100 asphalt was shipped from Bay District in tank cars to Lakeview and hauled to the plant in company-owned transports. The plant was fed with D7 cat and dozer and all plant materials hauled to the jobs in company-owned and hired trucks. The paving plant produced an average of 93 tons per working hour on all jobs.

Because of such a small amount of RS-2 emulsified asphalt required for all jobs, it was hauled in transport trucks from Portland. This item shows a small loss.

Having fair bid prices with fair production, a fair profit was realized from all jobs.

Oscar Cutler
Chief Cost Analyst

By . . K. T. Wechter

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OCT 28 1954
FOR FILING

S-241(5)
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 20, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3866	8-final	J. C. COMPTON CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21430	R-106525	$ 5,627.84	10/20/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 15, 1953

Time Extensions: to Aug. 1. 1954

Completion Date: June 24, 1954

Date Accepted: Aug. 9, 1954

Penalties: None of record

Claims: None of record

Remarks:

Held until Oct. 22 for Surety notice expiration

Date: 10-21-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
10-22-54

Warrant Mailed: [illegible]

RECEIVED
OCT 13 1954
FOR FILING

October 12, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3866 for work performed on the Fremont Junction-Rosa Creek Section of the Warner Highway in Lake County was completed by the contractor, J. C. Compton Co., on June 24 and was formally accepted by the Highway Commission on August 9, 1954.

Final payment in the amount of $5,627.84 will be released to the contractor on or after October 22, 1954. The total contract amount is $157,226.01, of which amount $71.98 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
10-12-54 S

RECEIVED
JUL 31 1954
FOR FILING

11(5)
3866

July 29. 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. C. Compton Co. on contract No. 3866, for paving on the Fremont Junction-Rosa Creek Section of the Warner Highway in Lake County.

This payment, in the amount of $857.24, will be released to the contractor on or after August 9, 1954. The retained percentage is $4,688.60.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.,
Portland 4, Oregon

NOTED ON CARD
7-27-54

RECEIVED
JUL 19 1954
FOR FILING

July 16, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to J. C. Compton Co. a portion of the funds heretofore retained by the Commission on contract No. 3866, covering the Fremont Junction-Rosa Creek Section of the Warner Highway in Lake County.

This payment in the amount of $68,002.01 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $4,662.09. The present payment will be released on or after July 26, 1954.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
7-16-54

Form E-1—1004

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 3, 1954

Section Fremont Junction-Rosa Creek

Kind of work Paving

Highway Warner

Section prefix 119-1016

Contractor J. C. Compton Co.

Contract number 3866

Date of contract February 18, 1953

Date of completion Oct. 15, 1953

Date work started June 4, 1953

Estimated date of completion ...., 19....

Amount of contract $159,220.00

Per cent of time elapsed 208 %

Estimated cost of completed project, exclusive of engineering $158,471.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $7300, 57 %

Date project was completed 6-24, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

About one days work remains on semi-final.

NOTED OSCAR TL

NOTED
B. A. MARTIN

NOTED
FORREST COOPER

RECEIVED
JUL 6 1954
OFFICE OF
CONSTRUCTION ENGINEER

Signed W Grace

Address Lakeview, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	Cloudy-rain		
Thursday	Clear		
Friday	"		
Saturday			

State Printing

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11( )

June 28, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 24, 1954 on Contract No. 3866, Fremont Junction-Rosa Creek Section, in Lake County, in connection with Federal Aid Project No. S-241 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

HCW:tp

c.c.: John Cattrall

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FOR FILING

C - 941[illegible]

3 cc-L

November 17, 1953

J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from October 15, 1953 to August 1, 1954 within which to complete your contract No. 3366, for paving on the Fremont Junction-Rosa Creek Section of the Warner Highway, Lake County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

Vincent E. Graue,
Resident Engineer

H. G. Smith,
Construction Engineer

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October 22, 1953

Request for extension of time
No. 22
October 29 and 30 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from J. C. Compton Co. for an extension of time on the Fremont Junction-Hoss Creek Section of the Warner Highway, Contract No. 3866, from October 15, 1953 to August 1, 1954.

Weather conditions in other areas in May, June and July prevented grading and surfacing contractors from completing their work on which Compton had subcontracts for the paving. He acquired a new blacktop plant of maximum capacity and, under normal conditions, would have had ample time to complete this contract after the subcontracts were completed.

The subcontracts were on the Pacific Highway on projects deemed far more important than the completion of this secondary road in Lake County.

It was for the benefit of the State and the general public that we completed these other projects first, and I would recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP:js fp

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OCT 6 - 1953
FOR FILING

-241(5)

3866

October 5th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Fremont Junction-Rosa Creek Contract #3866, Oregon S-241(5), from October 15, 1953, to August 1, 1954, to J. C. Compton Company, contractors.

Weather conditions in other areas in May, June and July prevented grading and surfacing contractors from completing their work, on which Compton had the subcontracts for the paving. He acquired a new black plant of maximum capacity and under normal conditions would have had ample time to complete two contracts after the subcontracts were completed.

The subcontracts were on the Pacific Highway on projects deemed far more important than the completion of this secondary road, in Lake County. It was for the benefit of the state and the general public that we completed these other projects first, and I therefore recommend that the extension of time be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc to: H. G. Smith

Form PR 2 (Revised 1950)

8 [illegible]

State Oregon

Federal Aid Secondary Project No. S-241(5)

-241(5)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

3866

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of July, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of October, 1952, a program, which was approved on the 3rd day of November, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 3rd day of February, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of seventy-five thousand and 00/100 dollars ($75,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1+00 in the SE 1/4, Section 21, T. 38 S., R. 20 E., W.M., and survey station 329+40.6 in the NW 1/4, Section 4, T. 39 S., R. 21 E., W.M., without exception,

, length 7.010 miles, in Lake County, being Oregon Federal Aid / Secondary project No. S-241(5), consisting of 7.010 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

seventy-five thousand and 00/100

dollars ($**75,000.00**), which does not exceed the authorized Federal pro rata share of

one hundred forty thousand, four hundred ninety-two and 00/100

dollars ($**140,492.00**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OK

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By ______________________
Chairman, State Highway Commission
(Title of officer)

Attest ______________________
SECRETARY

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By ______________________
Member, State Highway Commission
(Title of officer)

By ______________________
____
(Title of officer)

By ______________________
____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By ______________________
Acting *Division Engineer,*
Bureau of Public Roads.

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OREGON

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★ JUL 29 1953 ★
DIVISION 8

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (5)

FREMONT JUNCTION-ROSA CREEK SECTION
OF THE WARNER HIGHWAY IN LAKE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code 6201
Roadway (Sta. 1+00 thru Equation 305+72.1 - 264+30.5 to Sta. 329+40.6) (Contract 3866)

20	Tons	RS-2 Emulsified Asphalt in Tack Coat	$60.00	$ 1,200.00
17,300	Tons	Class "B" Asphaltic Concrete	6.75	116,775.00
80	Tons	RS-2 Emulsified Asphalt in Seal Coat	50.00	4,000.00
450	Cu. Yds.	Aggregate in Seal Coat	5.00	2,250.00
1,500	Cu. Yds.	3/4" - 0 Material in Shoulders	2.25	3,375.00
30	M-Gals.	Sprinkling	4.00	120.00
			Subtotal	$127,720.00
			10% Engr. & Cont.	12,772.00
			Total	$140,492.00

Length of Roadway 7.010 Miles
Cost per Mile $20,041.65

Federal Funds	$ 75,000.00
State Funds	65,492.00
	$140,492.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (5)

FREMONT JUNCTION-ROSA CREEK SECTION
OF THE WARNER HIGHWAY IN
LAKE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 2, 1953

Type Code 6201
Roadway (Sta. 1+00 through Equation 305+72.1 = 264+30.5 to
Sta. 329+40.6)

20	ton	RS-2 Emulsified Asphalt in Tack Coat	$50.00	$ 1,000.00
17,300	ton	Class "B" Asphaltic Concrete	6.25	108,125.00
80	ton	RS-2 Emulsified Asphalt in Seal Coat	50.00	4,000.00
450	cu. yd.	Aggregate in Seal Coat	5.00	2,250.00
1,500	cu. yd.	3/4" - 0 Material in Shoulders	3.00	4,500.00
30	M-gal.	Sprinkling	3.50	105.00
		Subtotal		$119,980.00
		10% Engr. & Cont.		11,998.00
		Total		$131,978.00

Length of Roadway	7.010 Miles
Cost per Mile	$18,827.24

Federal Funds_ _	$ 75,000.00
State Funds_ _	56,978.00
	$131,978.00

FREMONT JUNCTION-ROSA CREEK SECTION

PROJECT NO. S-241 (5)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 2, 1953

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FOR FILING

S-241

June 5, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 4, 1953, on Contract No. 3866, Fremont Junction-Rosa Creek Section in connection with Federal Aid Project No. S-241 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/sje

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1953
FOR FILING

S-141(5)

March 25, 1953

J. C. Compton Co.
Box 86
McMinnville, Oregon

Gentlemen:

We enclose herewith four fully executed copies of contracts, which were awarded to you on February 18, 1953 by the State Highway Commission, as follows:

Contract No. 3863, for Divisions 1 and 2 Reoiling Project on 10 State Highways in Clatsop, Yamhill, Columbia, Tillamook, Washington, Marion and Polk Counties.

Contract No. 3866, for paving on the Fremont Junction-Rosa Creek Section of the Warner Highway in Lake County.

Contract No. 3867, for grading and paving on the Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways in Lake County.

Contract No. 3868, for paving on the Lakeview (Pine St.N.) City Street Section in Lake County.

These copies are for your records and files.

An executed copy of each of the above contracts is also being sent to the surety on your performance bonds.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

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encls. 4

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FOR FILING

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[illegible]

February 19, 1953

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contracts Nos. 3866, 3867, and 3868 in combination bids on paving and rock or gravel shoulders on the Fremont Junction-Rosa Creek Section of the Warner Highway, grading and paving on the Lakeview Section of the Fremont and Klamath Falls and Lakeview Highways, and 0.33 mile leveling course, shoulders and paving on the Lakeview (Pine Street North) Section on Pine Street in Lakeview, all three inLakeview County. These awards were based on your bids of $159,220.00, $77,695.50, and $7,070.00 (total combination bid $243,975.50) which was the low bid submitted to the Commission on that day for these projects.

I enclose for yoyr immediate information copies of the proposal forms which contain the specifications and special provisions pertaining to the jobs which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

Enclosures 3

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

S-241(5)

3866

February 18, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 3866 for Oregon Project S-241(5), Fremont Junction-Rosa Creek Section of the Warner Highway, to J. C. Compton Company of McMinnville, Oregon, low bidder in the amount of $159,220.00 at the February 18, 1953 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

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[illegible] 1953
OREGON
[illegible] HIGHWAY [illegible]SSION

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 3, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-241(5), Fremont Junction-Rosa Creek Section of the Warner Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Our recommendation for approval of the proposed combination bidding of this project and the State Project in Lakeview is with the understanding that Federal participation will be on the basis of the unit prices offered by the contractor who would be the lowest responsible bidder if only the Federal-aid contract were considered.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

19-1017 Lakeview Sec., Fremont & 1953
Klamath Falls-Lakeview Hwys.
#3867

RECEIVED
MAY 17 1955
FOR FILING

9

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 12, 1955

19-1017

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3867	7-Post Final	J. C. Compton Co.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
9352	R-122427	$ 285.00	5/12/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: to Aug. 1, 1954 without penalty

Completion Date: June 19, 1954

Date Accepted: Aug. 9, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-13-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: Ruth Rawlings

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19-1617
3867

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 18, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3867	6-final	J. C. COMPTON CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21162	R-106335	$ 1,624.20	10/15/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1953

Time Extensions: to Aug. 1, 1954 without penalty

Completion Date: June 19, 1954

Date Accepted: Aug. 9, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-18-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
[illegible]

Warrant Mailed: aaw

RECEIVED
OCT 7 - 1954
FOR FILING

19-1617

October 7, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3867 for work performed on the Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways in Lake County was completed by the contractor, J. C. Compton Co., on June 19, 1954 and was formally accepted by the Highway Commission on August 9, 1954.

Final payment in the amount of $1,624.20 will be released to the contractor on or after October 18, 1954. The total contract amount is $72,537.69 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

10-7-54 g

RECEIVED
JUL 19 1954
FOR FILING

19-1019

[illegible]

July 16, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. C. Compton Co. on contract No. 3267, for grading and paving on the Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways in Lake County.

This payment, in the amount of $3,463.25, will be released to the contractor on or after July 26, 1954. The retained percentage is $2,193.20.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
7-[illegible]-54

Form E-1—10M

19-1017

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 3, 1954

Section Lakeview

Kind of work Grading & Paving

Highway Fremont & Klamath Falls-Lakeview

Section prefix 19-1017

Contractor J. C. Compton Co.

Contract number 3867

Date of contract February 18, 1953

Date of completion Oct. 31, 1953

Date work started June 11, 1953

Estimated date of completion ...., 19....

Amount of contract . . . . $ 77,695.00

Per cent of time elapsed 195 %

Estimated cost of completed project, exclusive of engineering . . . . $ 73,606.69

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 6800, 101 %

Date project was completed June 19, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final is completed and will be submitted as soon as forms are received from store room.

NOTED
OSCAR TL

NOTED
B. A. MARTIN

NOTED
FORREST COOPER

RECEIVED
JUL 6 1954
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	Cloudy-rain		
Thursday	Clear		
Friday	"		
Saturday			

State Printing

RECEIVED
NOV 19 1953
FOR FILING

[illegible]

3867

November 16, 1953

J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from October 31, 1953 to August 1, 1954 within which to complete your contract No. 3867, covering grading and paving on the Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways in Lake County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

Vincent E. Graue,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED

FORM E-30 25M 9-51 92819

17-101

3867

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Cont #13867

Salem, Oregon
October 9, 1953

SUBJECT:

RECEIVED
OCT 12 1953
STATE HIGHWAY ENGINEER

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Mr. Williams:

On September 24, 1952, you forwarded to this office a request for the preparation of an agreement between Lake County and the State Highway Commission regarding the construction of a short section of Lake County Road south of Lakeview.

On September 30, 1952, you advised me by telephone that the agreement should not be prepared for the reason that there was question as to whether or not the agreement would be entered into. You advised me that the legal office would be notified when and if the agreement should be prepared. We have as yet received no notice from you.

In order to assure that our records on the matter are kept in proper shape, I am writing this letter to you for attachment to our file. In the event it becomes necessary to prepare the agreement, please advise us.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L. May Jr.
ROBERT L. MAY, JR.
Assistant Counsel

NOTED
W. C. WILLIAMS

May come up at some future date but doubtful.
WCW

RLM:ayh

RECEIVED
OC 6 1953
FOR FILING

19-1017

3867

October 5, 1953

Oregon State Highway Commission

Request for extension of time
No. 3
October 29 and 30 Meeting

Gentlemen:

Herewith a request from J. C. Compton Company for an extension of time on the Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways, Contract No. 3867, from October 31, 1953 to August 1, 1954.

Mr. Compton had subcontracts on several major projects on the Pacific Highway, in Division III, but was delayed in the finishing of these contracts due to the unfavorable weather conditions in May, June and July. He was asked to complete these sections before attempting to pave on the Lakeview Area.

Mr. Compton purchased a new paving plant of a maximum output, and under normal conditions could have easily completed all the work.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
MAR 26 1953
FOR FILING

19-1017

3-1

March 25, 1953

J. C. Compton Co.
Box 86
McMinnville, Oregon

Gentlemen:

We enclose herewith four fully executed copies of contracts, which were awarded to you on February 18, 1953 by the State Highway Commission, as follows:

Contract No. 3863, for Divisions 1 and 2 Reciling Project on 10 State Highways in Clatsop, Yamhill, Columbia, Tillamook, Washington, Marion and Polk Counties.

Contract No. 3866, for paving on the Fremont Junction-Ross Creek Section of the Warner Highway in Lake County.

Contract No. 3867, for grading and paving on the Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways in Lake County.

Contract No. 3868, for paving on the Lakeview (Pine St.N.) City Street Section in Lake County.

These copies are for your records and files.

An executed copy of each of the above contracts is also being sent to the surety on your performance bonds.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl
encls. 4

FOR FILING

19-1017

3867

March 17, 1953

REGISTERED MAIL

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

Your Contracts Nos. 3863, Divisions I and II Reoiling Project on 10 State Highways, 3867, Fremont Junction-Ross Creek Section of the Warner Highway, 3868, Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways, and 3869, the Lakeview (Pine Street North) Section, have been received in this office fully executed.

We are, therefore, returning your certified checks in the amounts of $4,500, $8,500, $4,000 and $400 which you submitted with your proposals on February 18, 1953.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

cc - Accounting Division

RECEIVED
MAR 10 1953
FOR FILING

14-1014

3864

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 9, 1953

SUBJECT:

To:

Mr. W. S. Chandler
Division Engineer

Mr. E. A. Collier
Maintenance Engineer

Mr. S. H. Probert
Office Engineer

Attached is a conformed copy of a cooperative construction agreement covering the Lakeview Section (Fremont and Klamath Falls-Lakeview Highways) in the City of Lakeview.

Distribution of copies of this agreement is as follows:

Secretary, Highway Commission	1
City of Lakeview	1
County and City Relations	1
Division No. 4	2
Maintenance	1
Office Engineer	1

John W. Cattrall
Engineer, County and City Relations

By
Robert H. Prange

Robert H. Prange
Office Engineer

RHP:MM
Att.

cc: Mr. G. C. Hester

NOTED
HESTER

RECEIVED
FEB 27 1953
FOR FILING

19-1017

3867

February 27, 1953

Mr. C. A. Fesler, City Recorder
City Hall
Lakeview, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Lakeview covering the construction on the Lakeview Section of the Fremont and Klamath Falls-Lakeview Highway in the City of Lakeview.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

CEIVED
FEB 27 1953
FOR FILING

Salem, Oregon
February 27, 1953

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached is a conformed copy of an agreement with the City of Lakeview covering the construction on the Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways in the City of Lakeview.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Lakeview.

Yours very truly,

Secretary

rn
Attach: 1

RECEIVED
FEB 20 1953
FOR FILING

11-1177

3919

February 19, 1953

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contracts Nos. 3866, 3867, and 3868 in combination bids on paving and rock or gravel shoulders on the Fremont Junction-Rosa Creek Section of the Warner Highway, grading and paving on the Lakeview Section of the Fremont and Klamath Falls and Lakeview Highways, and 0.33 mile leveling course, shoulders and paving on the Lakeview (Pine Street North) Section on Pine Street in Lakeview, all three inLakeview County. These awards were based on your bids of $159,220.00, $77,695.50, and $7,070.00 (total combination bid $243,975.50) which was the low bid submitted to the Commission on that day for these projects.

I enclose for yoyr immediate information copies of the proposal forms which contain the specifications and special provisions pertaining to the jobs which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

Enclosures 3

RECEIVED
FEB 20 1953
FOR FILING

19-1017

3867

February 19, 1953

Mr. W. L. Bach
Lakeview, Oregon

Dear Sir:

This letter is being addressed to you as your name appeared first on the letter of February 15 requesting additional work on US395 in Lakeview.

I note your comment that "upon the assurance of responsible highway officials that the highway improvement program scheduled in Lakeview for 1952 would certainly eliminate the condition, we contented ourselves to await the completion of the work." The Highway Commission at no time made any definite commitment to undertake all of the work requested in Lakeview. The total estimated cost for improving the Klamath Falls-Lakeview Highway and the Fremont Highway was $190,000. The Highway Commission did not have this amount of money available for allotment to Lakeview, but in March, 1952 the Commission allocated $100,000 of State funds to finance a portion of the state highway improvements in the city of Lakeview. The portion for which we are now calling bids was the most needed improvement, and it will utilize the $100,000 allocation.

I am sorry that I am unable to tell you when additional funds may be allocated for further improvements in Lakeview.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me fp

Lakeview, Oregon
February 15, 1953

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

The signatories of this letter are property owners at 328, 336 and 344 South F Street, which street is traversed by Highway 395 in its course southward through the town of Lakeview, Oregon. This section of the highway right-of-way has no provision for drainage and during wet weather, especially when banks of plowed snow parallel the highway, water runs down the highway for several hundred feet crossing at the above described locations, running into our basements and flooding our lawns. This problem has been discussed with highway personnel at various levels and, upon the assurance of responsible highway officials that the highway improvement program scheduled in Lakeview for 1952 would certainly eliminate the condition, we contented ourselves to await the completion of the work. Nothing was done in 1952. Your recent advertising for bids on the project discloses the fact that the section specified for construction this year stops one-half block short of reaching this periodically flooded area.

In view of these circumstances, we the undersigned request that your office take the necessary steps without further delay to abate this nuisance before further damage is done to our lawns and basements.

Very truly yours,

W L Bach
W. L. Bach

William N Arzner
William N. Arzner

S. R. Hanson
S. R. Hanson

NOTED
W. C. WILLIAMS

RECEIVED
FEB 16 1953
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
Williams
By State Highway Engineer
Please [illegible]

RECEIVED FOR FILING
FORM E-80 37,000 4-51

19-1017
2867
3995

MISC. CONTRACTS and AGREEMENTS No. 1447

AGENDA
FEB 17 1953

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 11, 1953

SUBJECT: Assignment No. 3995

To: Mr. W. C. Williams
OFFICE

REFERRED TO Glaisyer
By Asst. Chief Engineer

Herewith three copies of a cooperative construction agreement covering the Lakeview section of the Fremont and Klamath Falls-Lakeview Highways in the City of Lakeview. Two copies of this agreement have been signed by the proper city officials and are now ready for presentation to the Commission.

This completes Assignment No. 3995.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Office Engineer

RHP:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-20-51 Minute Page 19085
W. M. Geary Jr.
Secretary

RECEIVED
FEB 11 1953
STATE HIGHWAY ENGINEER

A

No. 3995
By

ASSIGNMENT

Date: February 6, 1953

Description: Letter of February 6 by Tom Reeder and seven copies of agreement between State and City of Lakeview, covering widening, resurfacing, and curbing of certain streets over which Klamath Falls-Lakeview Highway and Fremont Highway are routed.

Acknowledged by _____ Referred to ___ Cattrall ________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 2-11-53 Report received ________

me

Remarks: For execution by City of Lakeview, if ok.
WCW

NT

EN THE CITY
STATE.

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Williams:

Herewith you will find the original and six copies of the proposed agreement to be entered into by and between the State and the City of Lakeview. This agreement covers the widening, resurfacing and curbing of certain streets located in the said city and over which the Klamath Falls-Lakeview Highway and Fremont Highway are routed.

The attached form of agreement is submitted pursuant to your letter of January 29, 1953, requesting the same.

You will note that there are no plans attached to the said agreement. This will be taken care of by the County and City Relations Division, and before the said plans are attached to the agreement they should be marked Exhibit "A".

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J. Reeder
THOMAS J. REEDER
Assistant Attorney

TJR:jfw
Encls. 7

FORM E-90 37,500 4-52 58808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

February 6, 1953
Salem, Oregon

SUBJECT: AGREEMENT BETWEEN THE CITY OF LAKEVIEW AND STATE.

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Williams:

Herewith you will find the original and six copies of the proposed agreement to be entered into by and between the State and the City of Lakeview. This agreement covers the widening, resurfacing and curbing of certain streets located in the said city and over which the Klamath Falls-Lakeview Highway and Fremont Highway are routed.

The attached form of agreement is submitted pursuant to your letter of January 29, 1953, requesting the same.

You will note that there are no plans attached to the said agreement. This will be taken care of by the County and City Relations Division, and before the said plans are attached to the agreement they should be marked Exhibit "A".

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J Reeder
THOMAS J. REEDER
Assistant Attorney

TJR:jfw
Encls. 7

Cooperative Construction Agreement
Fremont & K. Falls-Lakeview Highways
City of Lakeview
February, 1953

DISTRIBUTION SHEET. NOT A PART OF ATTACHED DOCUMENT

Copies Distributed as Follows:

City of LAKEVIEW 1

County of ____ ____

R. H. Baldock		Office Engineer	1
W. C. Williams		Personnel	
W. W. Stiffler		Right of Way	
Accounting		Secretary	1
Bridge		Sec. of State	
Construction		Sign	
County & City	1	Traffic	
Division No. 4	2		
Legal			
Maintenance	1		

4th Avenue N. to highway engineer's survey station 23+50, the west line of the Fremont Highway (Dewey Street N.). The section of the Fremont Highway involved extends from highway engineer's survey station 20+80, the intersection of Dewey Street N. and the south line of 5th Street N., via Dewey Street N., a diagonal connection between Dewey Street N. and Main Street N., and Main Street N. to highway engineer's survey station 52+60, approximately 130' southerly from the center line of 3rd Street N.

THINGS TO BE DONE BY STATE

1. Prepare all plans, let all contracts, and supervise the construction of the project. Said project shall consist of installing curbs, widening and paving with asphaltic concrete that portion of the Klamath Falls-Lakeview Highway lying within the City of Lakeview which extends from highway engineer's survey station 0+00, the west city boundary of Lakeview, easterly to highway engineer's survey station 23+50, the west line of the Fremont Highway; and that portion of the Fremont Highway lying within the City of Lakeview which extends from highway engineer's survey station 20+80, the south line of 5th Street N., southerly to highway engineer's survey station 52+60, approximately 130' southerly from the center line of 3rd Street N. Attached hereto, marked Exhibit "A," and by this reference made a part hereof, are ~~five~~ six sheets of paper setting forth the plans and location of the said project.

THINGS TO BE DONE BY CITY

1. City, by the execution of this agreement, approves the

RECEIVED
JAN [illegible] 1953
FOR FILING

Salem, Oregon
January 29, 1953

Mr. C. W. Enfield
Chief Counsel

It is requested that an agreement be prepared for execution by the City of Lakeview and the State Highway Commission covering the following points:

GENERAL

1. The State proposes to widen and resurface with asphaltic concrete pavement a section of the Klamath Falls-Lakeview Highway and a section of the Fremont Highway within the City of Lakeview. The section of the Klamath Falls-Lakeview Highway involved extends from highway engineer's survey station 0+00, the west city boundary of Lakeview, via 4th Avenue N. to highway engineer's survey station 23+50, the west line of the Fremont Highway (Dewey Street N.). The section of the Fremont Highway involved extends from highway engineer's survey station 20+80, the intersection of Dewey Street N. and the south line of 5th Street N., via Dewey Street N., a diagonal connection between Dewey Street N. and Main Street N., and Main Street N. to highway engineer's survey station 52+60, approximately 130' southerly from the center line of 3rd Street N.

THINGS TO BE DONE BY STATE

1. Prepare all plans, let all contracts, and supervise the construction of the project. Said project shall consist of installing curbs, widening and paving with asphaltic concrete that portion of the Klamath Falls-Lakeview Highway lying within the City of Lakeview which extends from highway engineer's survey station 0+00, the west city boundary of Lakeview, easterly to highway engineer's survey station 23+50, the west line of the Fremont Highway; and that portion of the Fremont Highway lying within the City of Lakeview which extends from highway engineer's survey station 20+80, the south line of 5th Street N., southerly to highway engineer's survey station 52+60, approximately 130' southerly from the center line of 3rd Street N. Attached hereto, marked Exhibit "A," and by this reference made a part hereof, are ~~five~~ six sheets of paper setting forth the plans and location of the said project.

THINGS TO BE DONE BY CITY

1. City, by the execution of this agreement, approves the

plans as attached hereto and marked Exhibit "A."

2. Standard paragraph making City responsible for moving, placing, or replacing all utilities.

3. Enact and continue in force an ordinance or ordinances permitting parallel parking only along both sides of those sections of the Klamath Falls-Lakeview Highway and the Fremont Highway covered by this agreement.

4. Consent to any and all changes of grade as required by Section 100-123, O.C.L.A.

5. Standard paragraph stating that City will "save and hold harmless" the State from all claims for damages which might arise from any change in grade.

6. Permit no encroachments upon the right of way which will permanently interfere with the free and convenient flow of traffic.

A large set of plans for the proposed project is enclosed. The County and City Relations Division will furnish sufficient sets of these plans in reduced size for use as Exhibit "A" when such plans are available.

A similar agreement with the City of Astoria was prepared by Mr. Reeder on June 16, 1952.

Seven copies of the agreement in addition to any required by the Legal Division are needed.

W. C. Williams
Assistant State Highway Engineer

Encl.

JFH:MM
cc: J. W. Cattrall

FORM E-90 97,500 4-52

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 29, 1953

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Enclosed is a suggested letter to the Legal Division requesting preparation of an agreement with the City of Lakeview in connection with the Lakeview Section of the Klamath Falls-Lakeview and Fremont Highways.

John W. Cattrall
Engineer, County and City Relations

John F. Hagemann
By: John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

RECEIVED
JAN 29 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1952
FOR FILING

19-1017

3867

3916

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 24, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Enclosed is a suggested letter to the Legal Department requesting preparation of an agreement covering construction of a short section of county road south of Lakeview.

This section was included in the field data for the Lakeview Section as forwarded from Division IV. Mr. Probert called the matter to this office's attention and the information contained in the attached letter was obtained from the Construction Division. Apparently preliminary arrangements for the work were handled by Division IV and Lake County.

The estimated cost represents the field estimate rounded out to the next highest hundred dollars.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann

John F. Hagemann
Assistant Engineer

JFH:MM
Att.

NOTED
W. C. WILLIAMS

RECEIVED
SEP 2[illegible] 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 25 1952
FOR FILING

Salem Oregon
September 24 1952

Mr. C. W Enfield
Chief Counsel

It is requested that an agreement be prepared for execution by the Lake County Court and the State Highway Commission covering the construction of a short section of Lake County Road south of Lakeview. This work is being done at the request of the Lake County Court in combination with the improvement of the Klamath Falls-Lakeview and Fremont Highways by the Highway Commission. The following information is offered for use in preparing the agreement.

GENERAL:

The Highway Commission plans to accept bids for the improvement of the Klamath Falls-Lakeview Highway and a section of the Fremont Highway within the City of Lakeview. In order to take advantage of favorable contract prices, the County has requested that the Highway Commission include in its contract provisions for paving a short section of county road at the County's expense. The section of county road involved is an extension of Lake (G) Street from the south city limits of Lakeview southerly to a junction with the Fremont State Highway, a distance of approximately 600 feet. The section involved will be shown colored in red on a map attached and marked Exhibit "A."

THINGS TO BE DONE BY STATE:

1. Prepare plans and specifications, advertise for bids, and if a satisfactory bid is received award a contract which will provide for placing of asphaltic concrete 3 inches thick and 20 feet wide on the extension of Lake (G) Street as shown colored in red on Exhibit "A." Specifications for placing of the asphaltic concrete shall include provisions for a binder course and a seal coat.

2. After the above work has been completed furnish the County with an itemized statement of final cost. If the final cost is less than the advance deposit the State shall refund the difference. If the final cost is more than the advance deposit the State shall bill the County for the difference.

THINGS TO BE DONE BY COUNTY:

1. By signing the agreement indicate County approval of the plans and specifications as set forth in this agreement and as shown in Exhibit "A."

2. Pay all costs for placing of the asphaltic concrete as described in Item 1 under "THINGS TO BE DONE BY STATE." This payment shall be accomplished by making an advance deposit prior to award of a contract in the amount of $2 300. This advance deposit represents the estimated total cost at this time. After the State has furnished the County with a statement of final costs the County agrees to remit any balance due in the event the final costs exceed the advance deposit. If the final costs are less than the advance deposit the State shall refund the difference to the County.

Exhibits for attachment will be prepared by the County and City Relations Division as soon as maps are available. In order to obtain County signature prior to awarding a contract preparation of this agreement should be completed prior to October 3.

W. C. Williams
Assistant State Highway Engineer

JPH:HM
cc: John W. Cattrall

p

EIVED
FOR FILING

FORM E-30 25M 1-52 98419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
September 19, 1952

SUBJECT:

PLEASE RETURN TO
W. C. WILLIAMS

To:

Mr. W. C. Williams
Ass't. State Highway Engineer
State Highway Building
Salem, Oregon

Dear Sir:

Please find below an estimate of cost to construct a 600 foot section of asphaltic concrete pavement on a county road known as G Street in Lakeview, Oregon, which has been requested by Mr. J. R. Heckman, County Judge of Lake County.

1. 3/4" - 0 Crushed Rock in Binder	30 C.Y.	$ 4.00	$ 120.00
2. Furnish & Place RS-2 in Binder and Seal	3 Ton	50.00	150.00
3. Furnish & Place Class "B" Asphaltic Concrete	240 Ton	7.00	1680.00
4. Aggregate in Seal Coat	10 C.Y.	4.00	40.00
			$1990.00
Engineering and Contingencies 12½%			249.00
Total			$2239.00

Mr. Heckman has been advised of the cost and we have a letter in this office informing us that they will accept the work as outlined. If it is in order for the county court to deposit a check in the amount of $2,239.00, please advise and we will include this work on G Street in the Lakeview City Street job that is now being worked up for contract.

Very truly yours,

W. E. Chandler
Division Engineer

By Dean Swift
DEAN SWIFT
Assistant Division Engineer

NOTED
W. C. WILLIAMS

RECEIVED
SEP [illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

DS:md
ENC.
cc: Mr. H. G. Smith

[illegible] HECKMAN
[illegible]NTY JUDGE
ROY MOREHOUSE
COMMISSIONER
P. W. HOTCHKISS
COMMISSIONER
ZANE GRAY
CLERK
THOMAS S. ELLIOTT
SHERIFF

LAKE COUNTY
STATE OF OREGON

LAKEVIEW, OREGON

C. H. LANGSLET
ASSESSOR
HARVEY R. SANDERS
TREASURER
ANNE SPRAGUE
SCHOOL SUPT.
EVERETT OSTERMAN
CORONER

RECEIVED
SEP 15 1952
OFFICE OF
DIVISION ENGINEER
BEND, OREGON

September 12, 1952.

Mr. W. E. Chandler
Division Engineer
Oregon State Highway Commission
Bend, Oregon.

Dear Sir:

This is to inform you that the County Court will accept the enclosed estimate for work on G Street, Lakeview, Oregon, which was submitted by Mr. V. E. Graue.

Yours very truly,

J R Heckman
J. R. Heckman
County Judge

JRH/mel

NOTED
DEAN SWIFT

NOTED
R. H. CLARK

ASSIGNMENT

No. 371[illegible]
By wl

Date: September 24, 1952

Description: Letter of 9-19 by Dean Swift; letter of 9-12 by J. R. Heckman, Lake County Judge; file (4) attached; re improvement of "G" Street extension in Lakeview

Acknowledged by _____ Referred to __Smith__________

Investigate and report with recommendation
xxxx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________________ signature
____

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Assignment executed __[illegible]__ Report received __________

Remarks: Include in contract. Cattrall is handling agreement and deposit of County.
WCW

Included in contract [illegible]

Reference is made to the request of J. R. Heckman, County Judge of Lake County, that a 600-foot section of oil mat on a county road from the Lakeview boundary south be included in a contract we propose to let for improvement of the state highway within the City. You recommend against including this work on the basis that it would cost more.

I hesitate to advise the County that we will not do this work, as, in the first instance, I fail to follow your logic that the cost would be greater. Even though the State's work is to be an asphaltic concrete, the contractor will still need a distributor for his prime coat and will either have to have a crushing plant or purchase from a commercial source. He should be able to do the small amount of work for the County much cheaper than if they tried to bring in an oil crew, with the small amount of work involved. As to a price agreement, a contractor always has the upper hand on these matters and unquestionably would request a higher price where there is no competition than if the work were bid competitively.

Please contact the County Court and get a little more detail on what the work consists of. Perhaps it would be agreeable to lay an asphaltic concrete of the same type as the State proposes. If the street carries only light traffic, possibly a two-inch thickness of AC would be sufficient.

We shall withhold notice to the Lake County Court until you have reported further.

W. C. Williams

WCW:me

cc Mr. H. G. Smith

RECEIVED
1952
FOR FILING

Salem, Oregon
September 9, 1952

Mr. W. E. Chandler

Reference is made to the request of J. R. Heckman, County Judge of Lake County, that a 600-foot section of oil mat on a county road from the Lakeview boundary south be included in a contract we propose to let for improvement of the state highway within the City. You recommend against including this work on the basis that it would cost more.

I hesitate to advise the County that we will not do this work, as, in the first instance, I fail to follow your logic that the cost would be greater. Even though the State's work is to be an asphaltic concrete, the contractor will still need a distributor for his prime coat and will either have to have a crushing plant or purchase from a commercial source. He should be able to do the small amount of work for the County much cheaper than if they tried to bring in an oil crew, with the small amount of work involved. As to a price agreement, a contractor always has the upper hand on these matters and unquestionably would request a higher price where there is no competition than if the work were bid competitively.

Please contact the County Court and get a little more detail on what the work consists of. Perhaps it would be agreeable to lay an asphaltic concrete of the same type as the State proposes. If the street carries only light traffic, possibly a two-inch thickness of AC would be sufficient.

We shall withhold notice to the Lake County Court until you have reported further.

W. C. Williams

WCW:me

cc Mr. H. G. Smith

Williams

Salem, Oregon
September 4th, 1952

Hon. J. R. Heckman
County Judge
Lake County
Lakeview, Oregon

Dear Judge Heckman:

Mr. Chandler has referred To this offic your letter suggesting that an oil mat surface treatment on South "G" Street be included in our paving contract through Lakeview ~~to this office~~.

Most of the asphalt paving contractors are not prepared to ~~and are unwilling to bother with~~ Construct an oil mat surface treatment. Consequently, we feel this would result in a higher price for ~~the entire job~~ your portion of the work.

We feel it would be better for you to ~~endeavor to~~ negotiate a price agreement after our contract is let.

Very truly yours,

Not used

cc to: H. G. Smith
W. E. Chandler

FORM E-90 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE
Bend, Oregon

September 3, 1952

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Herewith letter from the County Judge at Lakeview, which I recommend against us doing the work due to the fact that it is not on state highway and is a different type of work than is planned in our contract. It would be entirely possible when our contract is let for the contractor to do this work for the city; if it is put in the main contract they will probably get a high price, due to the difference in the work and the fact that it is a small amount.

If you agree with this, I suggest that you advise the County Judge.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:mo
Encl.

RECEIVED
SEP 4 - 1952
OFFICE OF
CONSTRUCTION ENGINEER

J. R. HECKMAN
COUNTY JUDGE
ROY MOREHOUSE
COMMISSIONER
P. W. HOTCHKISS
COMMISSIONER
ZANE GRAY
CLERK
THOMAS S. ELLIOTT
SHERIFF

LAKE COUNTY
STATE OF OREGON

LAKEVIEW, OREGON

C. H. LANGSLET
ASSESSOR
HARVEY R. SANDERS
TREASURER
ANNE SPRAGUE
SCHOOL SUPT.
EVERETT OSTERMAN
CORONER

August 20, 1952.

RECEIVED
AUG 21 1952
OFFICE OF
DIVISION ENGINEER
BEND, OREGON

Mr. W. E. Chandler
District Engineer
State Highway Department
Bend, Oregon.

Dear Mr. Chandler:

The Lake County Court would like to know if it is possible to include in your proposed street paving project through Lakeview, the laying of an oil mat on South G Street, from the Town of Lakeview boundary southward to connect with the state highway, an estimated distance of 600 feet long and 20 feet wide. The cost of the same to be paid by the County. If this could be arranged we would appreciate it if we could have your engineer's estimate of cost as soon as possible.

Yours very truly,

J R Heckman
J. R. Heckman
County Judge

JRH/ml

NOTED
R. H. CLARK

RECEIVED
JUL 23 1952
FOR FILING

19-1017

3867

OREGON STATE HIGHWAY DEPARTMENT

CONSTRUCTION DIVISION

Soils Section
Subbase and Base Design

Highways: Klamath Falls & Fremont

Section: Lakeview

Resident Eng: V. E. Graue

County: Lake

Prefix: 19-1443

Sta. __________ to Sta. ________

Length of Project: Approx. 2 miles

Location		Soil Characteristics					Required Thickness		
Station	Depth	Pass 200	LL	PI	R Value	% Silt	Light Traffic	Medium Traffic	Heavy Traffic
13+50		18.4	25	9	15	11.5		9½	15
41+00		23.7	29	9	29	13.4		9	13½
75+50		22.1	32	14	33	11.9		8½	12

Remarks:

The design, as made, by this office, for the total thickness of base and surfacing is 13½". However, these soils are susceptible to frost heave. If there is water present on this location during the freezing season the total thickness of the section should be designed to prevent frost action. In this case, such a design would be for 24" total thickness of base and surfacing.

Submitted by
Ass't. Const. Engineer

Recommended
Construction Engineer

Recommended G.W. Harra
Eng. of Materials

Approved
Ass't. State Hwy. Engineer

cc
Ass't. State Hwy. Engineer ✓
Construction Engineer
Engineer of Materials
Division Engineer
Soils Engineer
Resident Engineer

7/16/52

RECEIVED
1952
FOR FILING

19-1017

3867

April 8, 1952

1922

Hon. Burt Snyder
420 First Street North
Lakeview, Oregon

Dear Mr. Snyder:

Thought you would like to know that the State Highway Commission at its last meeting authorized an expenditure of $100,000 of state highway funds to finance a portion of the state highway improvements in the City of Lakeview, which you requested some time ago.

I am not informed as to the extent of the improvement that is to be made, but I believe the people of Lakeview will be glad for whatever is to be done.

With kindest regards, I remain,

Sincerely yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

RECEIVED
FOR FILING

19-1617

3867

Blair and Snyder - all kinds of insurance

FIRE - LIFE - LIABILITY - AUTOMOBILE
420 First Street North — Phone 192
LAKEVIEW, OREGON

February 19, 1952

Mr. R. H. Baldock, Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Thanks for your letter of February 18th. Since receiving the letter, I have talked with local city officials and have been assured that they have made no claims, and will make no claims, as to any work to be undertaken by the Oregon Highway Department on Lakeview streets until such time as the work has the official approval of your office.

While I believe the project is meritorious and will probably be in the mill within a reasonable time, we both know that much confusion can result from jumping the gun.

Sorry that I missed seeing you when I was last in Salem.

Very truly yours,

Burt

Burt Snyder

NOTED
State Highway Engineer

RECEIVED
[illegible]
FOR FILING

FORM 2-90K 25M 11-50 44702

19-1617

3867

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
January 21, 1952

SUBJECT:

To:

Mr. W. C. Williams
Assistant Highway Engineer
State Highway Building
Salem, Oregon

NOT
W. C. WILLIAMS

Dear Sir:

For your information in preparing your typical section in the town of Lakeview as mentioned in our conversation of last Friday, the widths of the streets are as follows: 1800 feet of 72 foot street and approximately 8000 feet of 60 foot street.

Yours very truly,

W. E. Chandler
Division Engineer

By Dean Swift
DEAN SWIFT
Assistant Division Engineer

DS:md

cc: H. G. Smith

RECEIVED
DEC 21 1951
FOR FILING

19-1017
3867

December 13, 1951

Oregon State Highway Commission

Gentlemen:

Item No. 16 on the unfinished business agenda of November 9 pertains to a request of the City of Lakeview for improvements to city streets used as highway routes.

When the delegation appeared before you at the November meeting you advised that you would obtain a complete report from the Engineer and then give consideration to its request.

This matter was brought to your attention in July of 1950, at which time you were advised that the estimated cost was $46,000 on the Klamath Falls-Lakeview Highway section within the city and $118,000 on the Fremont Highway section, or a total of $164,000. At that time I advised that there was merit to the improvement but I believed that there were other more meritorious projects within the state.

The matter is now somewhat aggravated due to expansion of Lakeview, heavier usage of the highway, and the admitted fact that the pavement is narrow and the shoulders are unstable, resulting in muddy conditions during the winter and dust in the summer. The Secretary will have some photographs that were submitted by Mr. Burt Snyder to indicate some of the conditions that exist along the highway route. I believe that the two sections of highway over which the City requests improvement are now of considerable priority and I would recommend, when we formulate a state construction project, of which we should have some funds available for this year, that the Lakeview project be given due consideration. The estimate of cost, due to rise in prices, must now be set at $190,000, instead of the $164,000 of a year and one-half ago.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith
WCW:me bl

RECEIVED
DEC 11 1951
FOR FILING

19-1617

3867

December 10, 1951

Mr. Burt Snyder
420 North First Street
Lakeview, Oregon

Dear Mr. Snyder:

The pictures you sent to Mr. W. C. Williams will be presented to the Highway Commission at the next meeting.

Best personal regards.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

c.c. Mr. Williams
[illegible]

Blair and Snyder - *all kinds of insurance*

FIRE - LIFE - LIABILITY - AUTOMOBILE
420 First Street North — Phone 192
LAKEVIEW, OREGON

November 21, 1951

Mr. W. C. Williams, Asst. Engineer
Oregon State Highway Department,
Salem, Oregon

Dear Mr. Williams:

Someone has said that a picture tells a better story than ten thousand words and, for that reason, I am mailing you a couple of pictures of the highway streets thru Lakeview. These pictures were taken yesterday and show the condition of our highway following a light rain. This condition will be progressively worse as the storms intensify and as the resultant winter damage increases.

Picture No. 1 was taken on Highway 395 where it crosses 4th. St. South In Lakeview. Picture No. 11 is of the Klamath-Lakeview highway on th. St. North, Lakeview. Both streets carry a heavy load of industrial as well as passenger traffic.

Because I feel that the application of the Lakeview City Council for assistance in the improvement of these streets is meritorious, and because I feel we did not do a very good job of telling our story to the members of the Highway Commission, I hope you will be able to use the pictures where they will do the most good.

Assuring you that we sincerely appreciate your friendly handling of this problem, I am,

No pictures with this letter
F. [illegible]

Very truly yours,
Burt Snyder
Burt Snyder

RECEIVED

Consult your insurance agent as you would your doctor or lawyer.

RECEIVED

COTTAGES

FOR FILING

19-1217

3867

July 18, 1950

Oregon State Highway Commission

Gentlemen:

I am attaching a copy of a letter received from D. W. Christiansen, Manager of the Lake County Chamber of Commerce, requesting paving, to full street width, of state highways within the city limits of Lakeview.

There are two state highways in Lakeview, they being US395 (the Fremont Highway) and OR66 (the Klamath Falls-Lakeview Highway). We have determined that the estimated cost of improving, to street width, on the Klamath Falls-Lakeview Highway is $46,000, and the cost on the Fremont Highway is $118,000, or a total cost of $164,000.

Present traffic within the city on the Klamath Falls-Lakeview Highway is about 1,500 and on the Fremont Highway approximately 1,100.

The section on the Lakeview-Klamath Falls Highway has very poor drainage, and there is some merit to the improvement of this section. However, I believe there are many more meritorious projects within the state than the improvement of either highway in Lakeview at this time.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me RHB:hi
Encl.
cc Mr. W. C. Williams
Mr. S. H. Probert
Mr. H. G. Smith

Salem, Oregon
July 14, 1950

Mr. R. H. Baldock

Mr. Chandler submitted a report on the matter of widening, to full street width, the Klamath Falls-Lakeview Highway and US395 within the city limits of Lakeview. His estimate of cost is $164,000, which he states is a considerable increase over a rough estimate that was made at the time of your inspection of the streets with him on June 15.

On the inspection trip of the Highway Commission I will have with me a detailed map which Mr. Chandler has prepared, showing the work covered by the report, so that you may point it out to the Commission if you so desire.

W. C. Williams

WCW:me

FORM E-30 25M 9-49 34008

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 14, 1950

SUBJECT:

To: Mr. R. H. Baldock

Mr. Chandler submitted a report on the matter of widening, to full street width, the Klamath Falls-Lakeview Highway and US395 within the city limits of Lakeview. His estimate of cost is $164,000, which he states is a considerable increase over a rough estimate that was made at the time of your inspection of the streets with him on June 15.

On the inspection trip of the Highway Commission I will have with me a detailed map which Mr. Chandler has prepared, showing the work covered by the report, so that you may point it out to the Commission if you so desire.

W. C. Williams

WCW:me

No need of this now
with change in itinerary.
WCW.

FORM E-90 33M 0-49 34082

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
July 7, 1950

SUBJECT: Lakeview Paving

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Following is a report on Mr. Williams assignment on June 1, 1950, No. 1922.

The total estimate in the Lakeview plan, attached, for widening the streets is $164,131.00. The most needed section is on the Lakeview-Klamath Falls leg which is 2400 feet in the City Limits, estimate $46,334.20. This street has very poor drainage.

On June 14th I tried to see Mr. Christianson, Manager of the Chamber of Commerce, but he was in Reno. I then saw the Mayor. I later telephoned the Manager.

On June 15th Mr. Baldock came through Lakeview and went over the city streets. We made a shotgun estimate of $100,000.00, but a more careful estimate shows the above estimate, $164,131.00. This may be reduced some when a survey is made.

I suggest a detailed city survey of the 2400 feet on the Klamath Falls leg of $1500.00. Will you please advise if you want such an order. Resident Engineer, Sawyer, can make this survey now as he is a little short of work for the party.

Attached please find one large scale map of the City of Lakeview, also a rough detail estimate. Typical sections are shown on this map, as used in estimate.

Very truly yours,

Wm. F. Chandler
Division Engineer

NOTED
H. G. SMITH

RECEIVED
[illegible]

WFC:ee
Cc-Mr. Williams

FORM E-50 25M 8-49 36088

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
July 7, 1950

SUBJECT: Lakeview Paving

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Following is a report on Mr. Williams assignment on June 1, 1950, No. 1922.

The total estimate in the Lakeview plan, attached, for widening the streets is $164,131.00. The most needed section is on the Lakeview-Klamath Falls leg which is 2400 feet in the City Limits, estimate $46,334.20. This street has very poor drainage.

On June 14th I tried to see Mr. Christianson, Manager of the Chamber of Commerce, but he was in Reno. I then saw the Mayor. I later telephoned the Manager.

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I suggest a detailed city survey of the 2400 feet on the Klamath Falls leg of $1500.00. Will you please advise if you want such an order. Resident Engineer, Sawyer, can make this survey now as he is a little short of work for the party.

Attached please find one large scale map of the City of Lakeview, also a rough detail estimate. Typical sections are shown on this map, as used in estimate.

Very truly yours,

Wm. E. Chandler
Division Engineer

NOTED
H. G. SMITH

RECEIVED

WEC:ee
Cc-Mr. Williams

FORM H-90 25M 9-49 24693

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 7, 1950

SUBJECT:

To:

Klamath Falls-Lakeview Hwy. in Lakeview City Limits
4th Avenue to G St. North
2400 Lin. Ft.

Structural Excavation	350 cy.	4.00	1400.00
General Excavation	2000 cy.	1.00	2000.00
Curbs	4440 Lin.Ft.	1.80	7992.00
Base Rock	3000 cy.	2.50	7500.00
Water	100 M-Gal.	2.00	200.00
RC-3 Prime	7 tons	50.00	350.00
Asphaltic Concrete	1360 tons	9.00	12240.00
Emulsion Seal	10 tons	50.00	500.00
Mineral Aggregate	60 cy.	5.00	300.00
Storm Sewer	2600 Lin. Ft.	3.00	7800.00
Catch Basins	12 only	70.00	840.00
			$41,122.00
	Adjust Water Lines		1,000.00
			$42,122.00
	10%		4,212.20
			$46,334.20

FORM E-30 [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 7, 1950

SUBJECT: Estimate - Pavement and Curbs
All Highways in Lakeview

To:

Structural Excavation	2,000 cu. yd.	2.00	4,000.00
General Excavation	10,250 " "	1.00	10,250.00
Curbs	14,600 lin. ft.	1.65	24,090.00
Base Rock	12,300 cu. yd.	2.50	30,750.00
Water	300 M-Gal	2.00	600.00
Black Top	5,600 tons	7.00	39,200.00
RC-3 Prime	20 tons	40.00	800.00
Emulsion Seal	40 tons	40.00	1,600.00
Mineral Aggregate	250 cu. yd.	4.00	1,000.00
Storm Sewers	10,000 lin. ft.	3.00	30,000.00
Catch Basins	56 only	70.00	3,920.00
			$ 146,210.00
	Adjust Water Lines		3,000.00
			$ 149,210.00
Plus 10% for Engineering and Contingencies			14,921.00
			$ 164,131.00

ASSIGNMENT

No. [illegible]

Date: ~~May~~ June 1, 1950

By [illegible]

Description: Letter of May 23 by D. W. Christianson, Mgr. of Lake County Chamber of Commerce, re paving and curbing on existing state highways in Lakeview. Also copy of Mr. Baldock's reply.

Acknowledged by _ _ _ _ _ Referred to W. E. Chandler ✓

xxxxInvestigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

351

Assignment executed 1/7/50 Report received

PLEASE RETURN TO
W. C. WILLIAMS

Remarks: Mr. Williams: Please note our letter of July 7th to Mr. H. G. Smith, copy to yourself.

Dear Mr. Christianson:

The State Highway Commission will shortly prepare a program of construction for the calendar years 1951 and 1952. It would not be possible for the Commission to add to its present program the paving requested in Lakeview. However, I have asked Mr. Williams, Assistant State Highway Engineer, to have Mr. Chandler, Division Engineer, call on you to determine exactly what you have in mind, discuss the matter with the Common Council and submit estimates of cost for the consideration of the Commission at such time as the Commission decides on its new program.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. W. C. Williams (with letter)

RECEIVED
JUN 1 1950
FOR FILING

May 31, 1950

Mr. D. W. Christianson, Manager
Lake County Chamber of Commerce
105 E Street North
Lakeview, Oregon

Dear Mr. Christianson:

The State Highway Commission will shortly prepare a program of construction for the calendar years 1951 and 1952. It would not be possible for the Commission to add to its present program the paving requested in Lakeview. However, I have asked Mr. Williams, Assistant State Highway Engineer, to have Mr. Chandler, Division Engineer, call on you to determine exactly what you have in mind, discuss the matter with the Common Council and submit estimates of cost for the consideration of the Commission at such time as the Commission decides on its new program.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl
cc Mr. W. C. Williams (with letter)

RECEIVED
FOR FILING

LAKE COUNTY CHAMBER OF COMMERCE
LAKEVIEW, OREGON
PHONE :: 1351
105 E STREET NORTH

May 23,1950

Assignment No. 1922, WCW

R.H.BALDOCK
State Highway Engineer
State Highway Commission
Salem,Oregon

Dear Mr.Baldock:

The Lake County Chamber of Commerce is,of course very much interested in road conditions,appearances,etc.in our county.We are especially concerned at this time with the possibility of having the paving job completed and curbing installed on existing state highways in the City of Lakeview.The paving we refer to is for the outer lane of the highway which is now in gravel.

The City of Lakeview has set aside approximately $167,000 for street and road improvement this coming summer.Paving and curbing contracts have already been let in the amount of $150,000 with work scheduled to start immediately.An additional $50,000 has been allocated for the repair and improvement of the city water system.

With this obvious indication of policy pertaining to streets and roadways on the part of the local council in mind we are requesting that the Oregon State Highway Department seriously consider our proposal for curbing and completion of the paving on the state highways within the city limits of Lakeview.

Any assistance you can give us on the matter will be greatly appreciated.

Very truly yours,

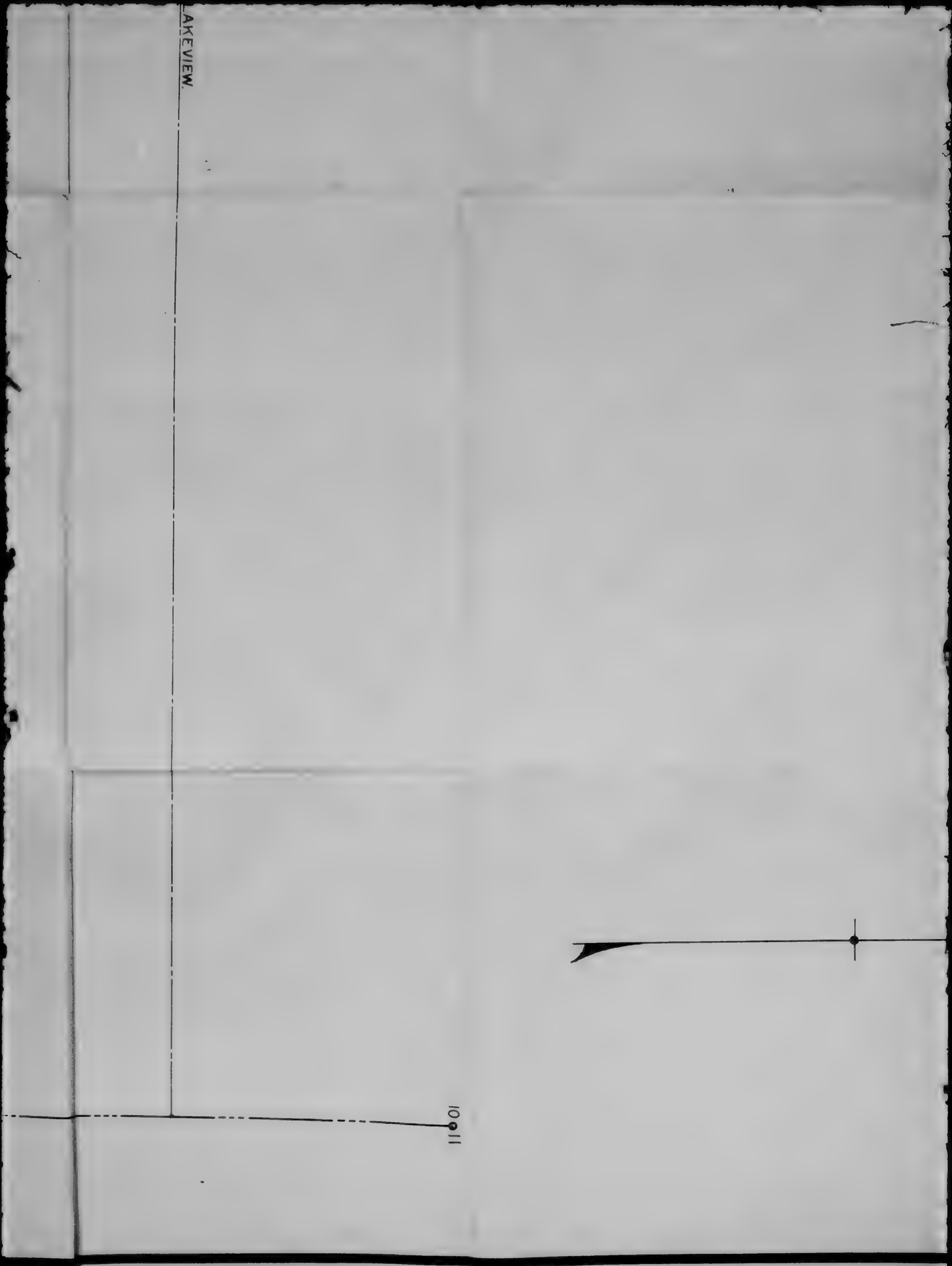
D W Christianson
D.W.CHRISTIANSON
Manager

"Keep Oregon Green"

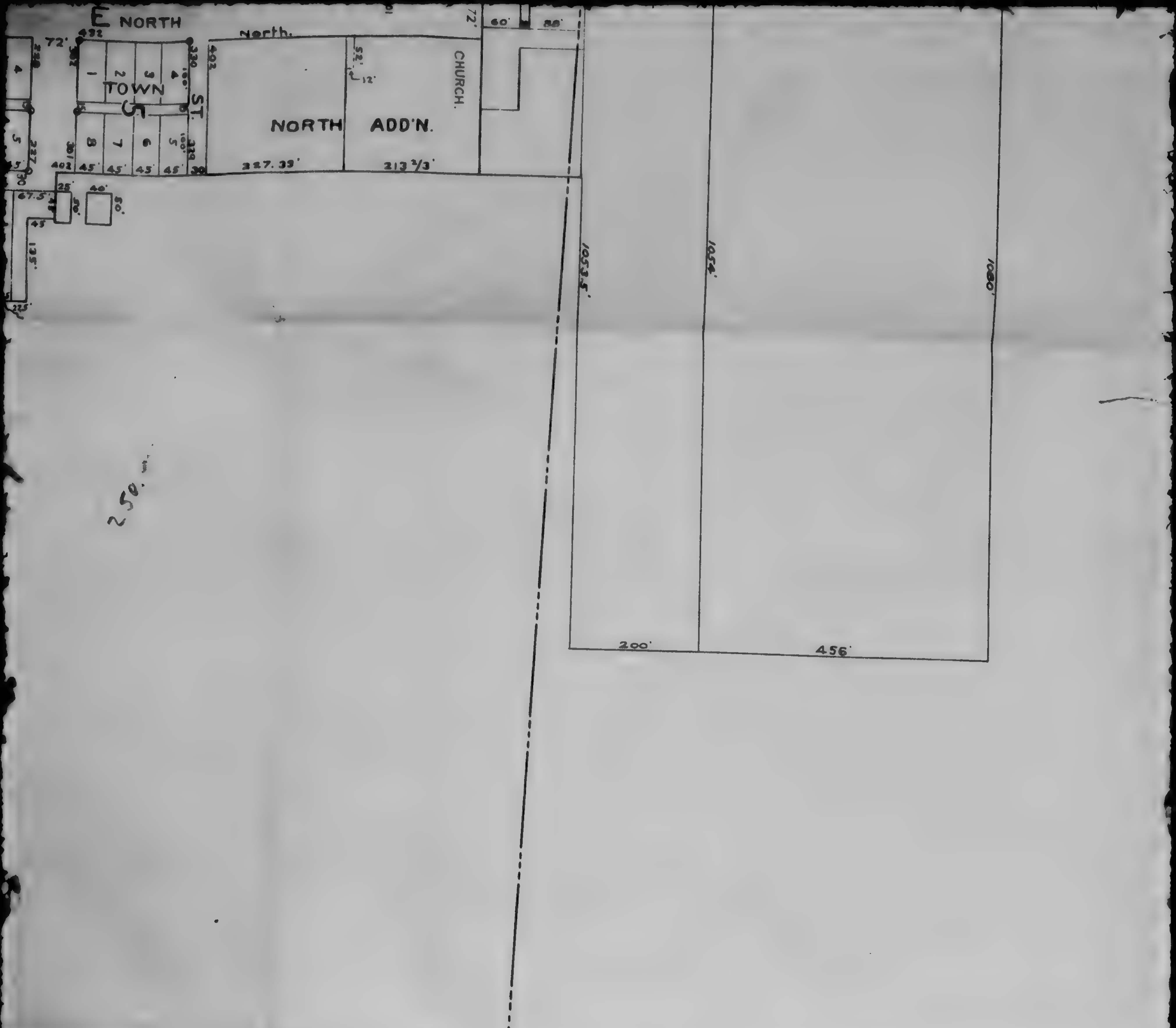
MAP
of
LAKEVIEW
Lake County, Oregon.

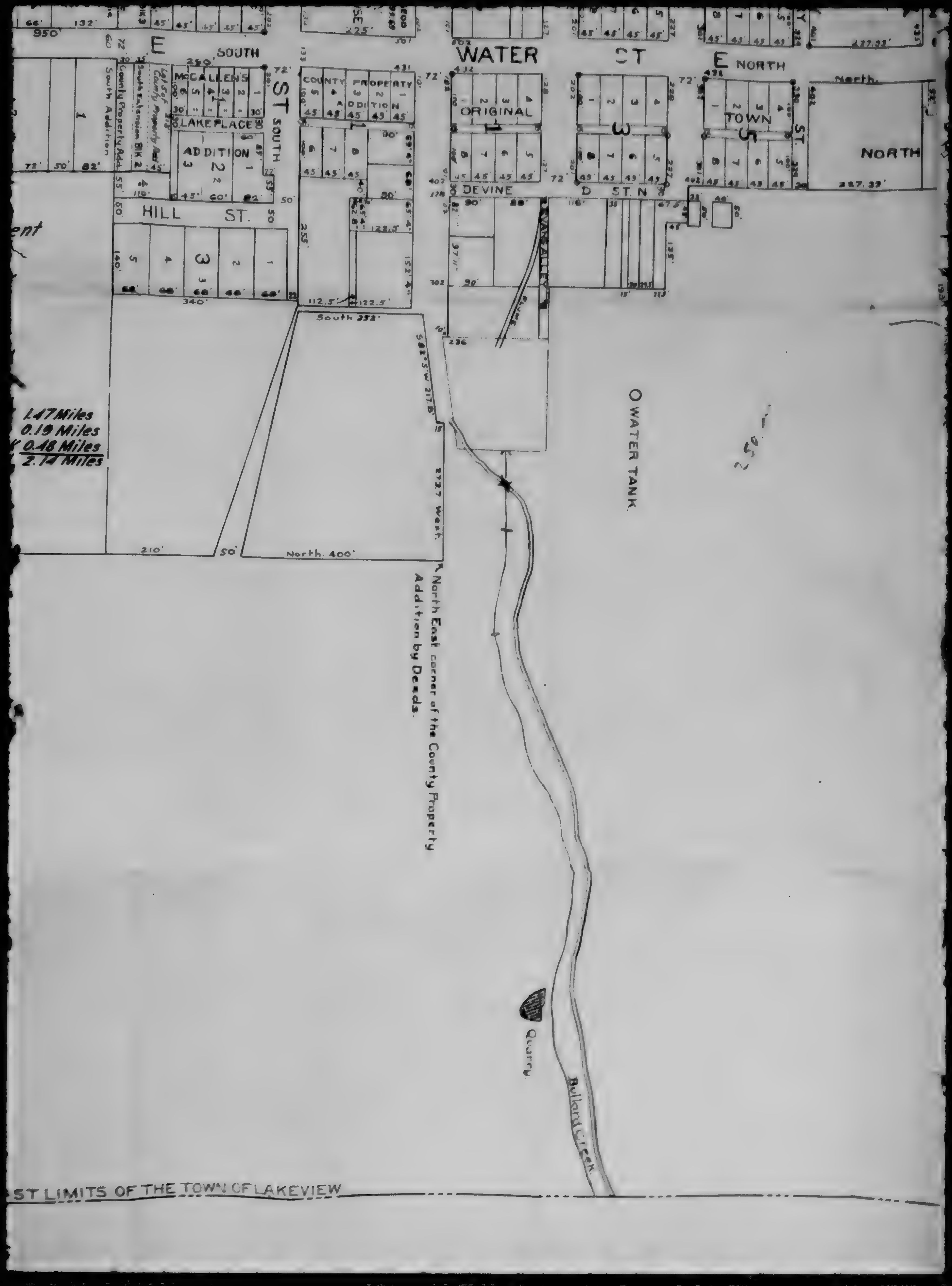
COMPILED FROM PUBLIC RECORDS, SURVEYS, AND THE OFFICIAL MAP OF LAKEVIEW.
BY
R.H. ROGERS COUNTY SURVEYOR.
SCALE 1 INCH = 200 FEET.
1931

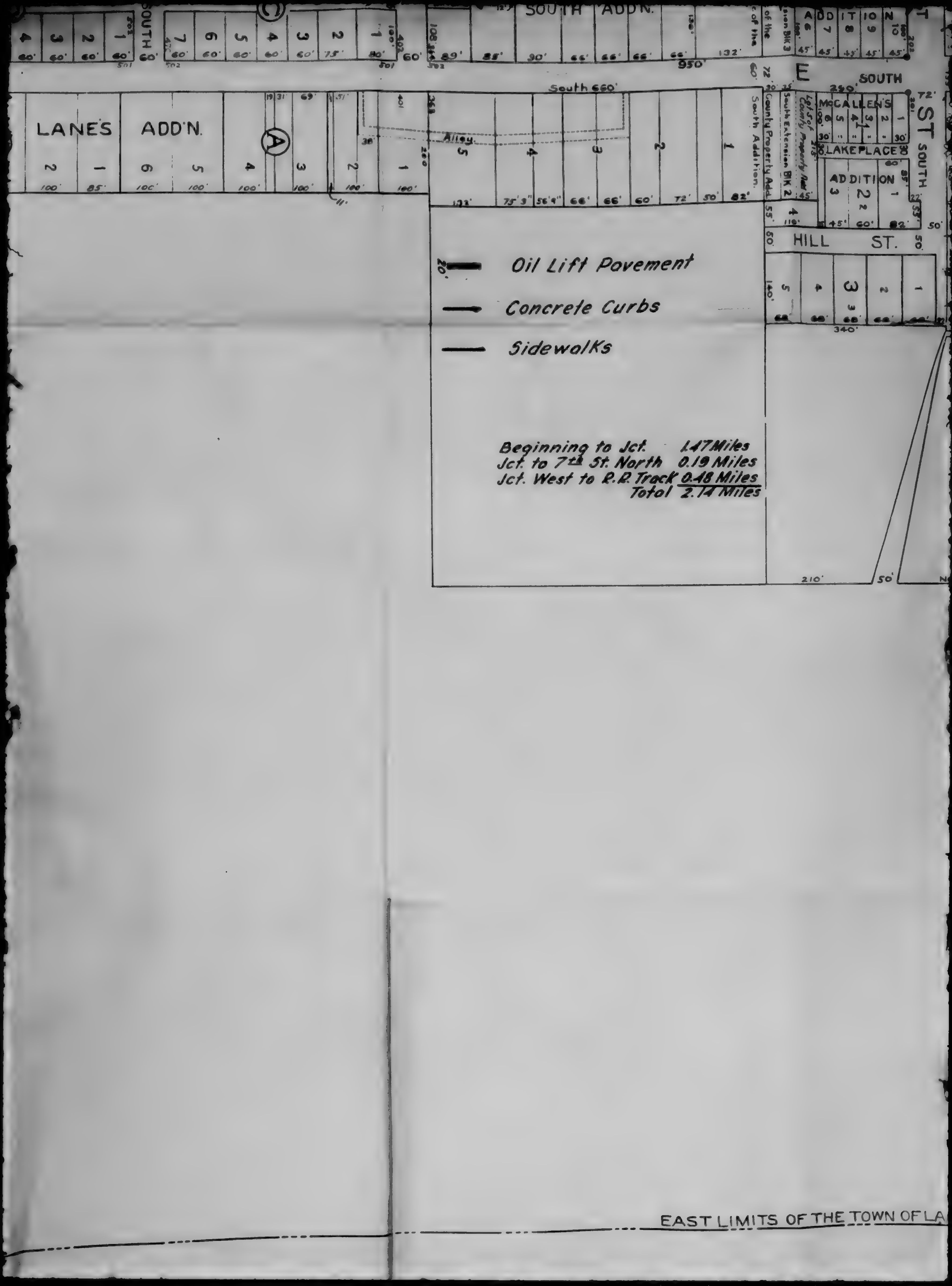
Map brought to date Sept 1, 1940.


LAKEVIEW.
10
11

1054'
1080'
456'

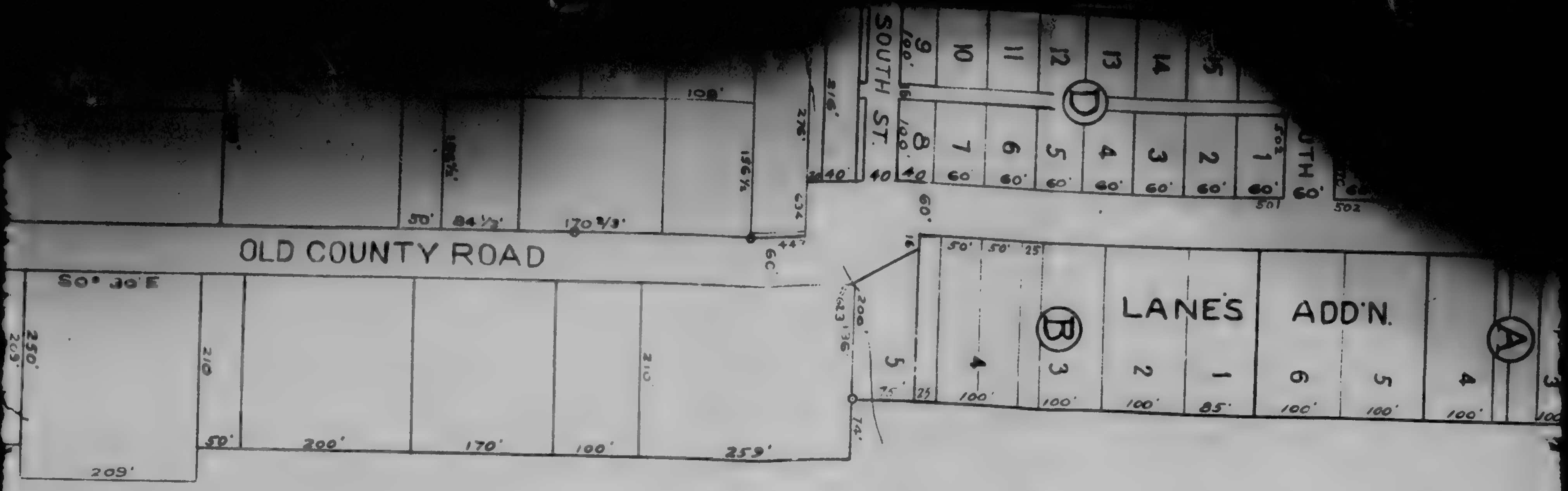

E NORTH
North.
TOWN
5
ST.
NORTH ADD'N.
CHURCH.
1
2
3
4
4
5
5
6
7
8
72'
432
330
329
402
45'
45'
45'
45'
30
327.33'
213 2/3'
52'
12'
72'
60'
88'
25'
40'
50'
67.5'
45
135'
225'
1053.5'
1054'
1080'
200'
456'
250.
10
15
14
11

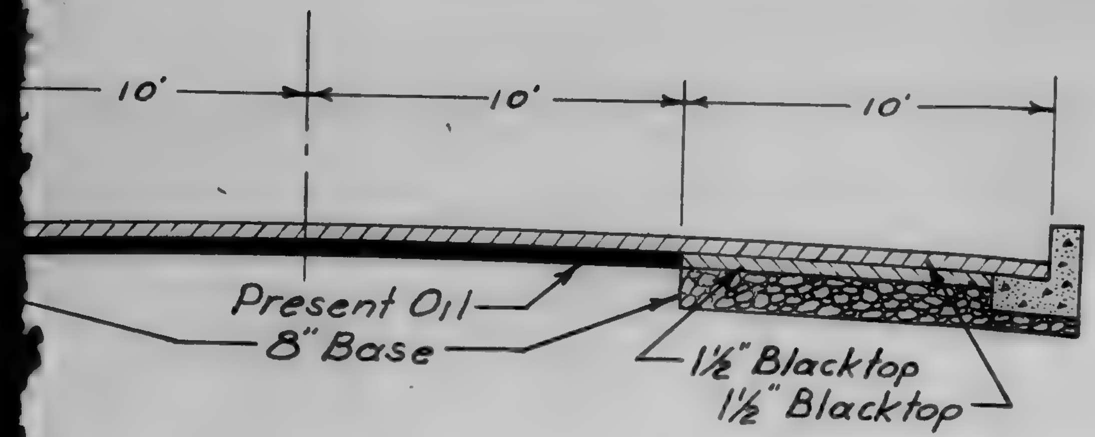
SOUTH E WATER ST E NORTH
McCALLEN'S
LAKEPLACE
ADDITION
County Property Add. South Addition
South Extension BIK 2
Lots of County Property Add.
COUNTY PROPERTY ADDITION
ORIGINAL
TOWN
NORTH
ST SOUTH
ST NORTH
DEVINE D ST. N
HILL ST.
VANS ALLEY
FLUME
South 232'
S82°5'W 217.8'
273.7 West
North 400'
210'
50'
340'
112.5'
122.5'
236
↖ North East corner of the County Property Addition by Deeds.
WATER TANK
250
ent
1.47 Miles
0.19 Miles
0.48 Miles
2.14 Miles
Quarry
Bullard Creek
ST LIMITS OF THE TOWN OF LAKEVIEW


SOUTH ADD'N.
LANES ADD'N.
(A)
(C)
SOUTH
South 660'
950'
Alley.
E
SOUTH
McCALLEN'S
LAKEPLACE
ADDITION
ST SOUTH
HILL ST.
County Property Add.
South Addition.
South Extension Blk 2
Lot 5 of County Property Add.
340'
210'
50'
EAST LIMITS OF THE TOWN OF LA

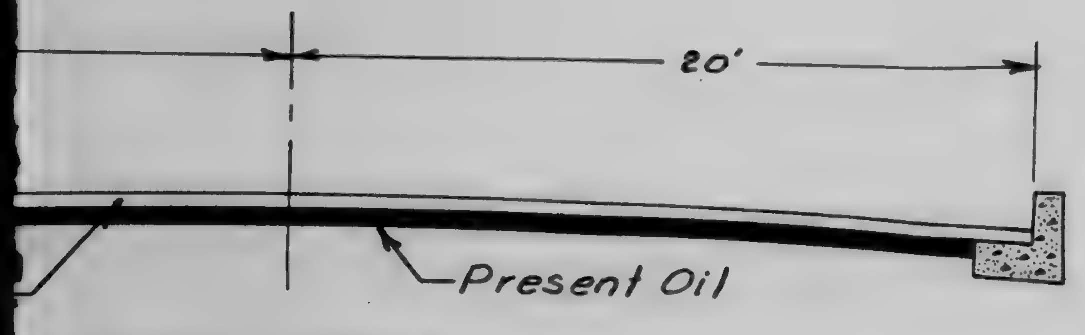
Oil Lift Pavement
Concrete Curbs
Sidewalks

Beginning to Jct.	1.47 Miles
Jct. to 7th St. North	0.19 Miles
Jct. West to R.R. Track	0.48 Miles
Total	2.14 Miles


OLD COUNTY ROAD
SOUTH ST.
LANE'S ADD'N.
S0° 30'E
D
B
A

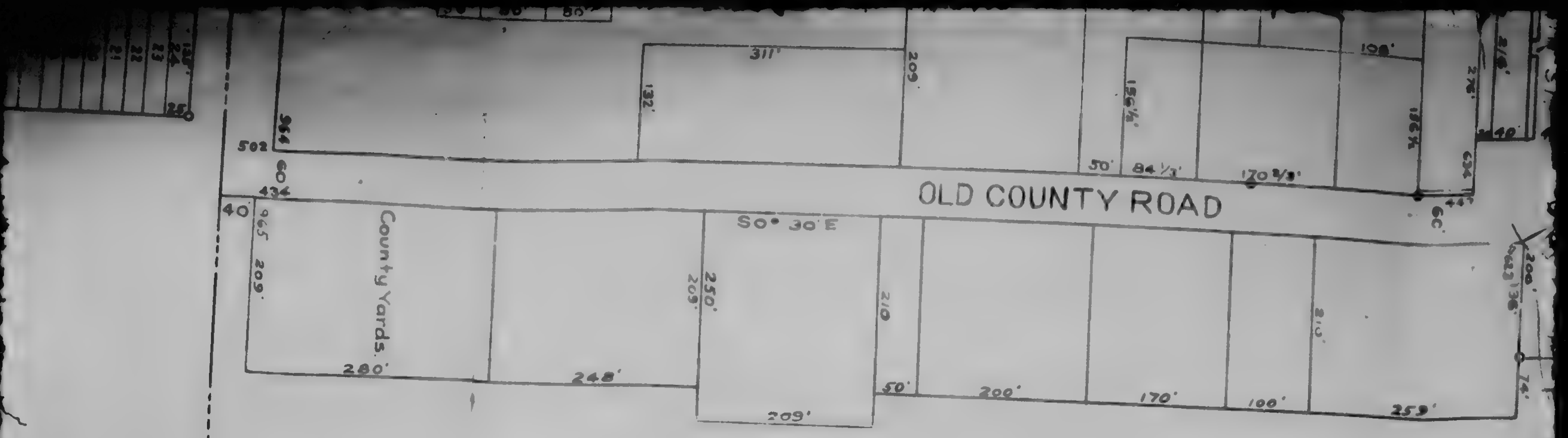

10'
10'
10'
Present Oil
8" Base
1½" Blacktop
1½" Blacktop

uth – 9th St. South – 3600 Lin. Ft.
nits-G St. North 2400 Lin. Ft.
th-N. City Limits 2100 Lin. Ft.

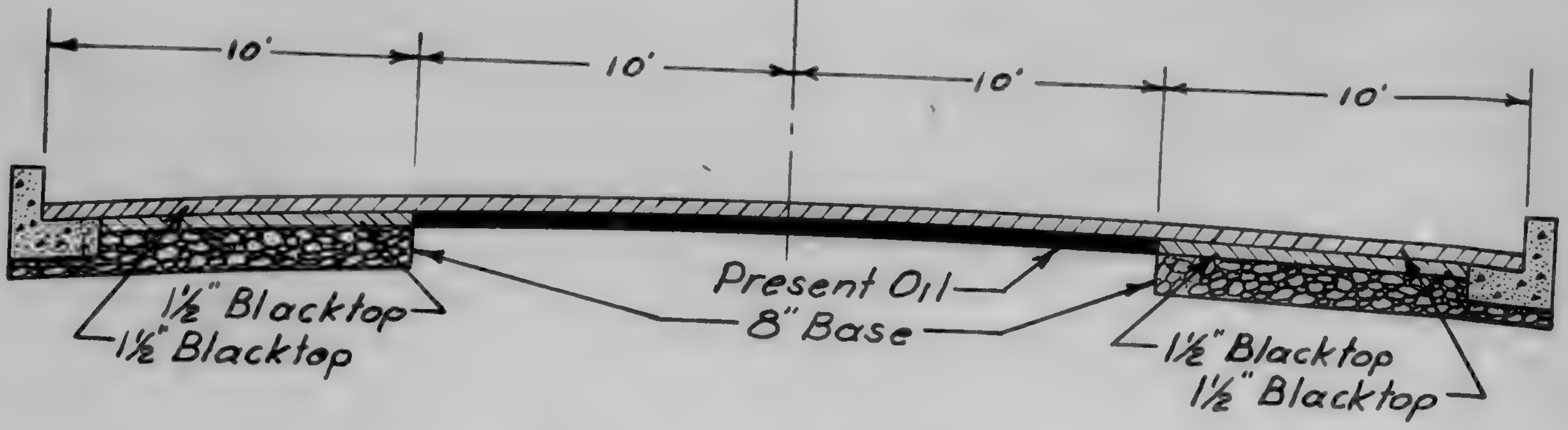

20'
Present Oil

Curbs in Place

th- G St. North 1800 Lin. Ft.

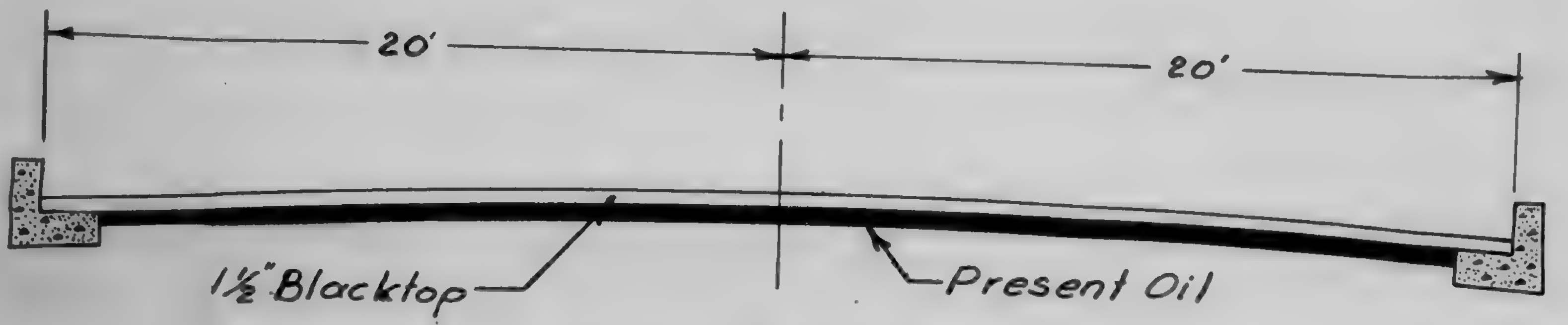


OLD COUNTY ROAD
County Yards.
SO° 30' E
311'
209
132'
156½
50'
84⅓'
170⅔'
108'
186½
502
434
40
209'
280'
248'
250'
209'
210
50'
200'
170'
100'
210'
259'
209'
SOUTH LIMITS OF THE TOWN OF LAKEVIEW.
15
14
22
23



10'
10'
10'
10'
Present Oil
8" Base
1½" Blacktop
1½" Blacktop
1½" Blacktop
1½" Blacktop

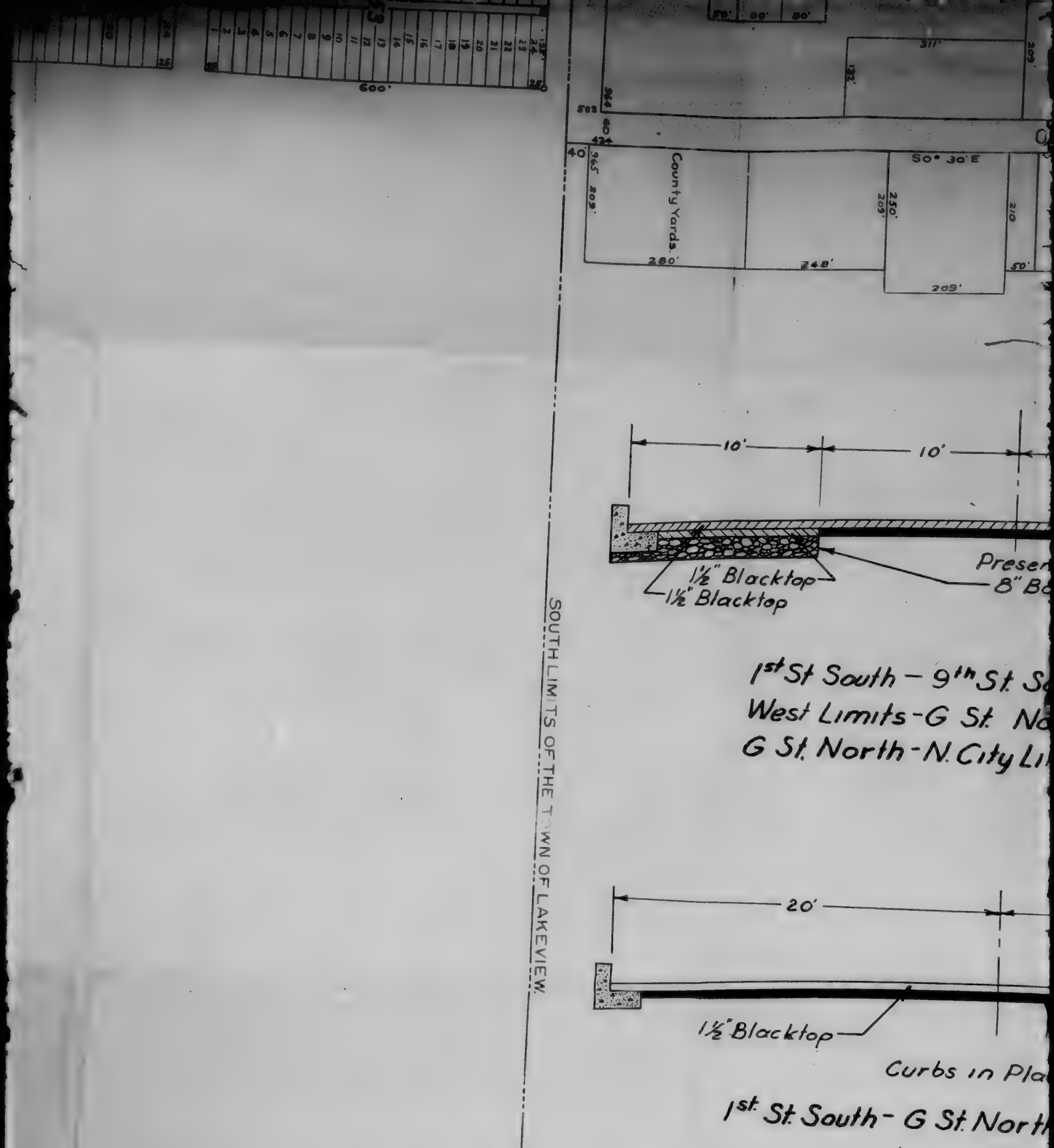
1st St South – 9th St. South – 3600 Lin. Ft.
West Limits – G St. North 2400 Lin. Ft.
G St. North – N. City Limits 2100 Lin. Ft.

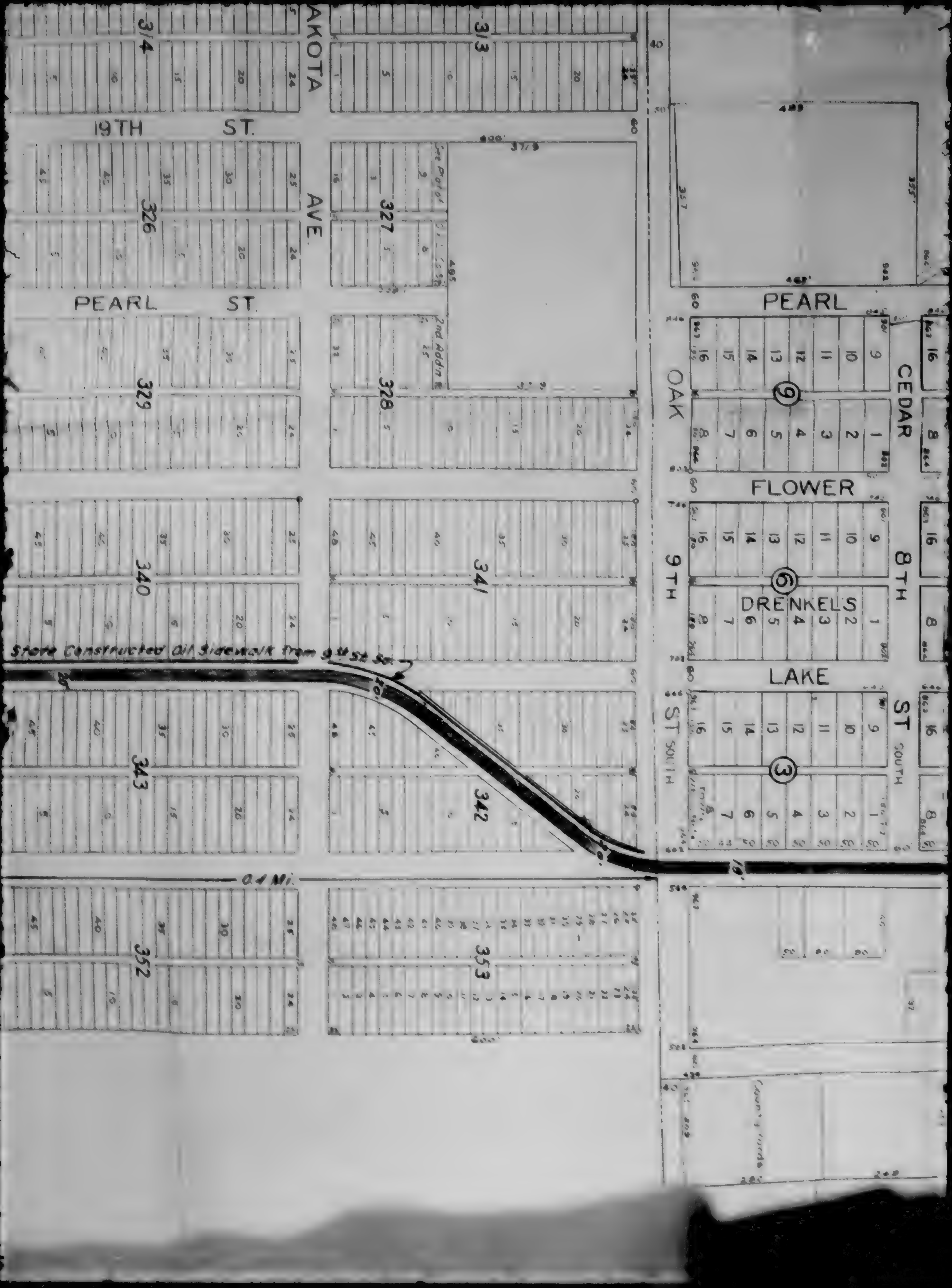


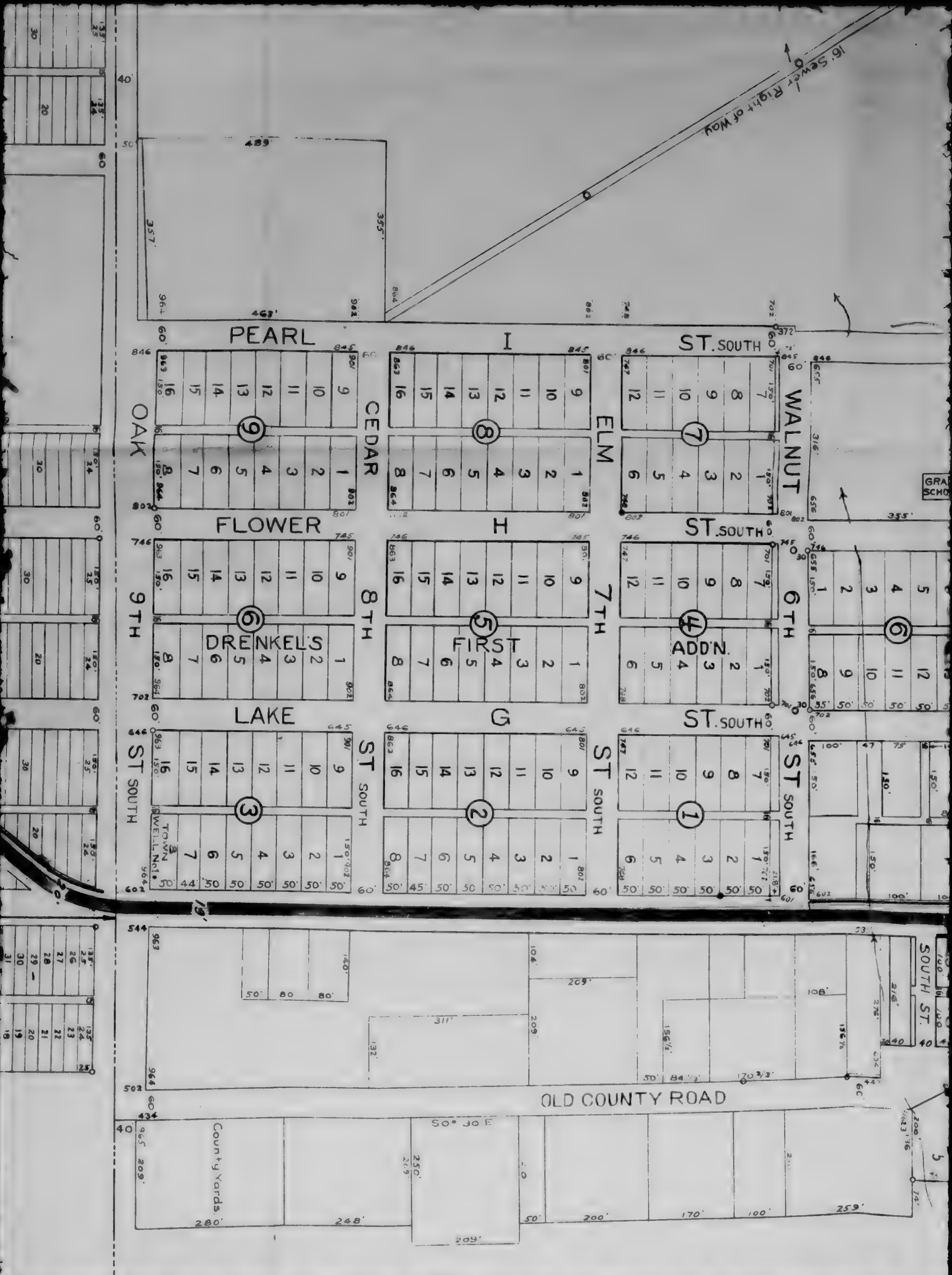
20'
20'
1½" Blacktop
Present Oil

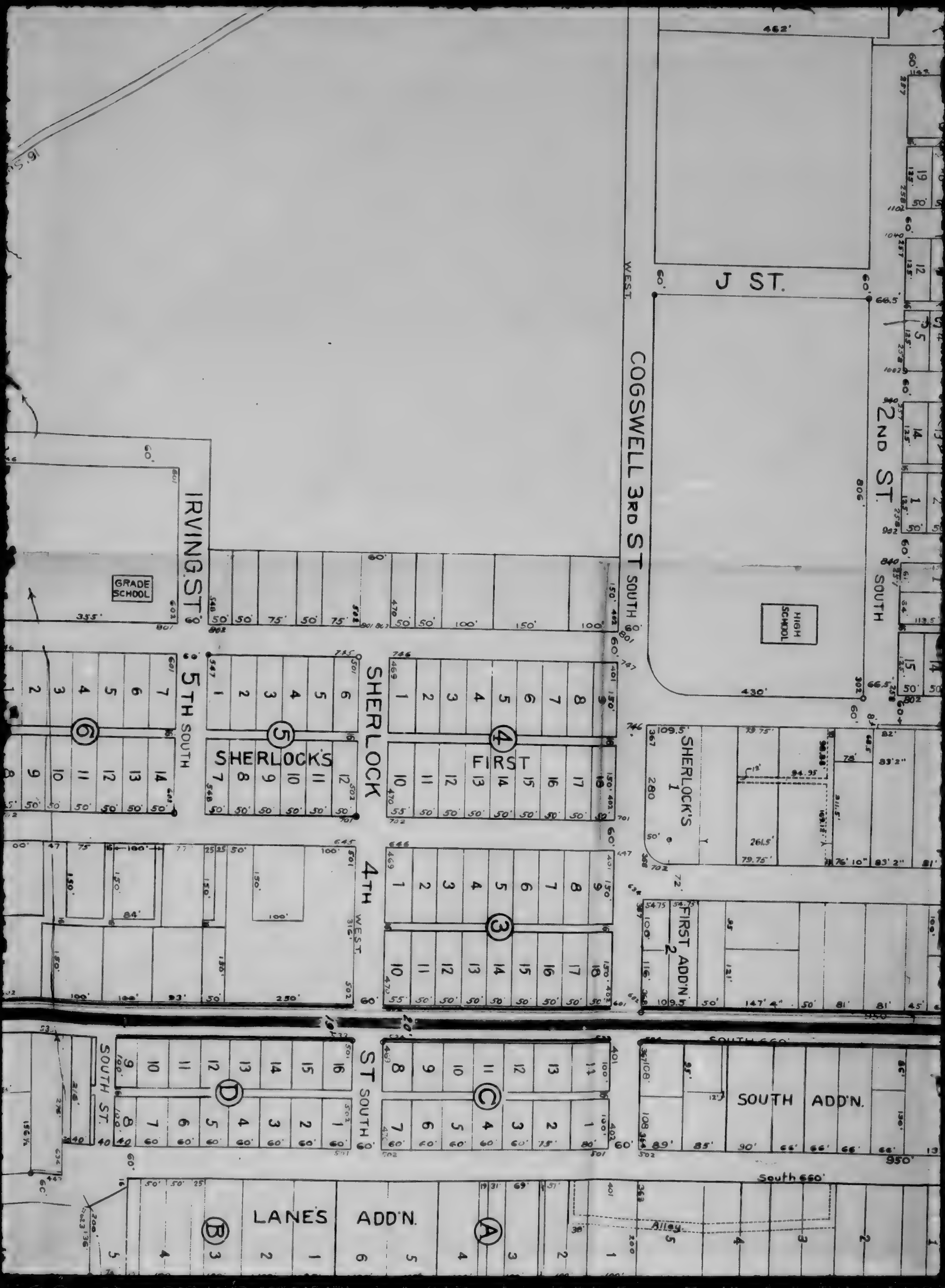
Curbs in Place

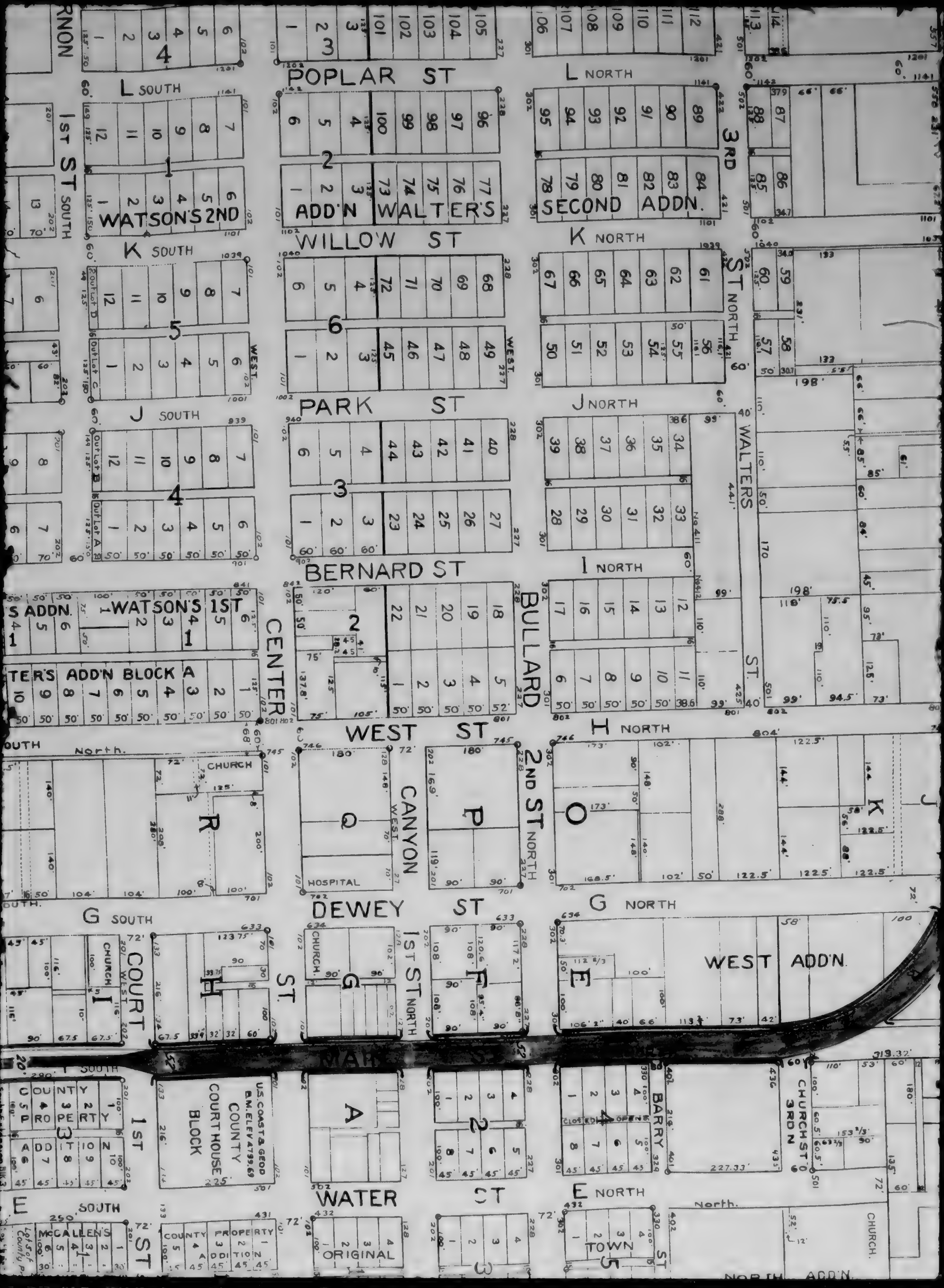
1st. St. South – G St. North 1800 Lin. Ft.


20
24
25
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
600'
50'
80'
80'
311'
209'
132'
964
582
60
424
40
965
209'
County Yards.
280'
248'
SO° 30'E
250'
209'
210
50'
209'
10'
10'
1½" Blacktop
1½" Blacktop
Preser
8" Bo
1st St South – 9th St. So
West Limits-G St. No
G St. North-N. City Li
20'
1½" Blacktop
Curbs in Pla
1st St. South- G St. North
SOUTH LIMITS OF THE TOWN OF LAKEVIEW.
15
14
22
23

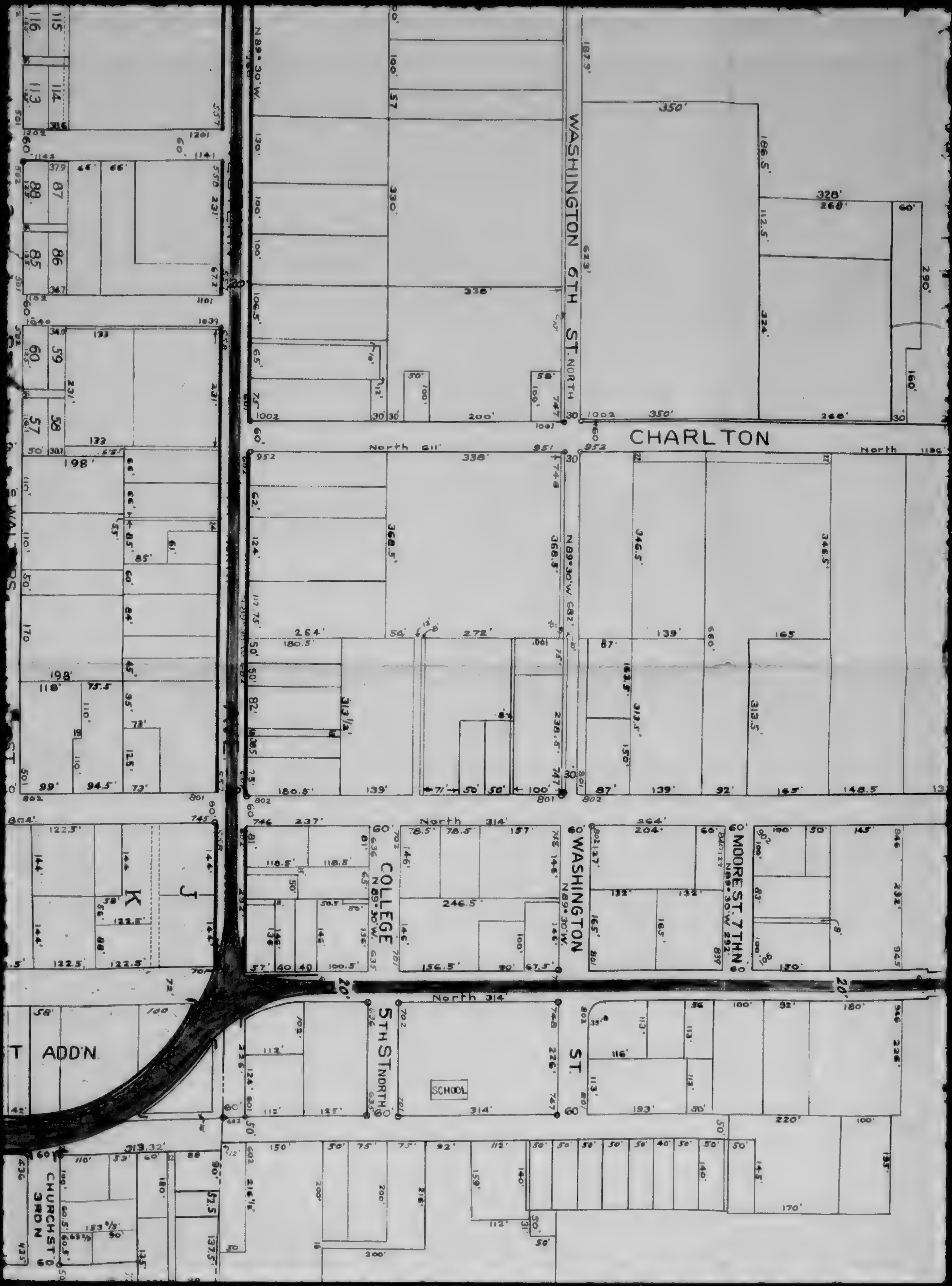

314
DAKOTA
313
19TH ST.
AVE.
326
327
PEARL ST.
329
328
2nd Add'n
340
341
State Constructed Oil Sidewalk from 9th St. So.
20'
10'
343
342
0.4 Mi.
352
353
PEARL
OAK
9
CEDAR
FLOWER
6
DRENKELS
9TH
8TH
LAKE
ST
ST SOUTH
SOUTH
3

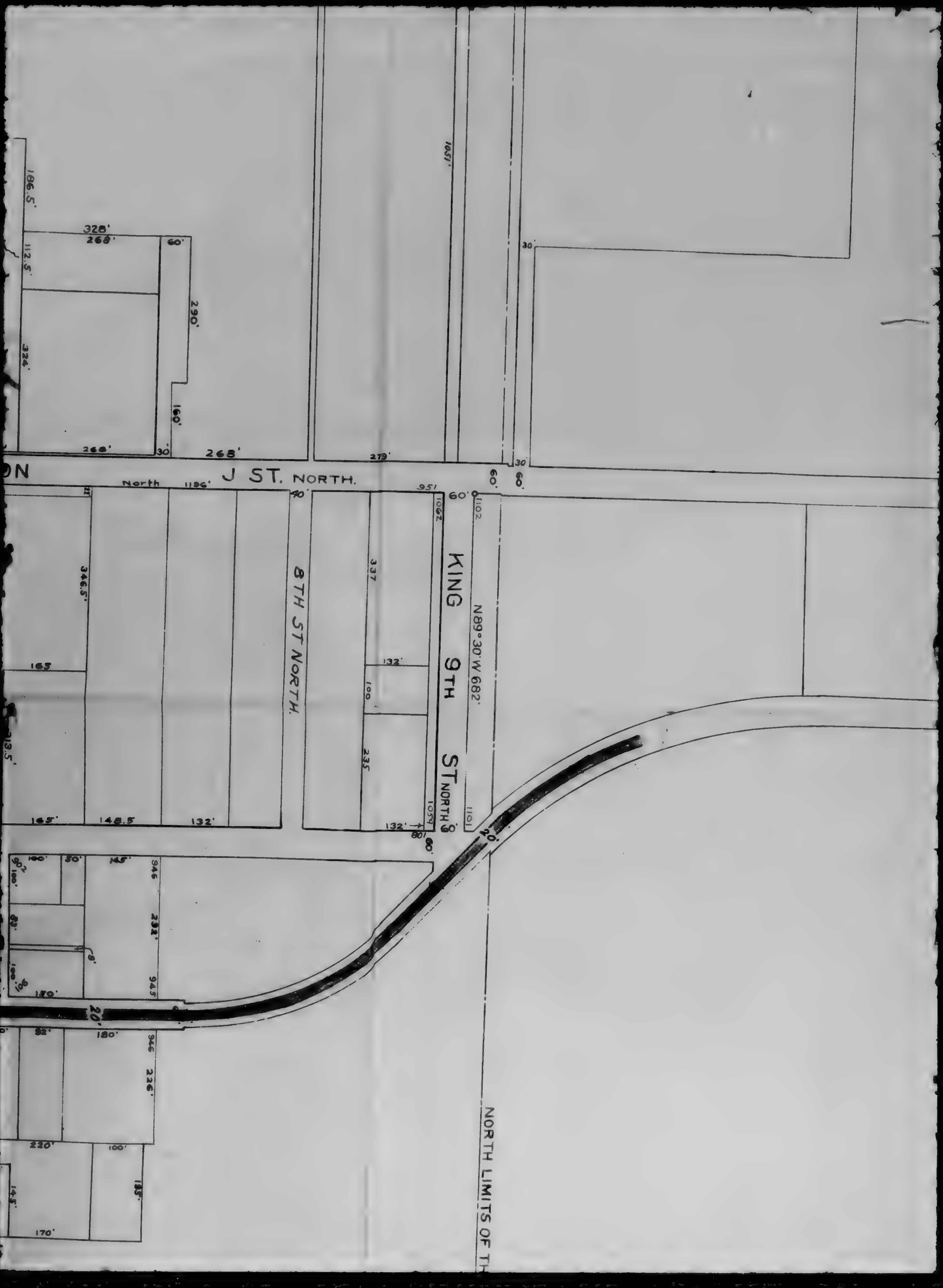

16' Sewer Right of Way
PEARL
I
ST. SOUTH
FLOWER
H
ST. SOUTH
LAKE
G
ST. SOUTH
OAK
9TH
ST SOUTH
CEDAR
8TH
ST SOUTH
ELM
7TH
ST SOUTH
WALNUT
6TH
ST SOUTH
DRENKEL'S
FIRST
ADD'N.
⑨
⑧
⑦
⑥
⑤
④
③
②
①
⑥
TOWN WELL No.1
GRA
SCHO
OLD COUNTY ROAD
SOUTH ST.
County Yards
50° 30' E
19'
489'
463'
357'
355'
311'
209'
280'
248'
250'
200'
170'
100'
259'

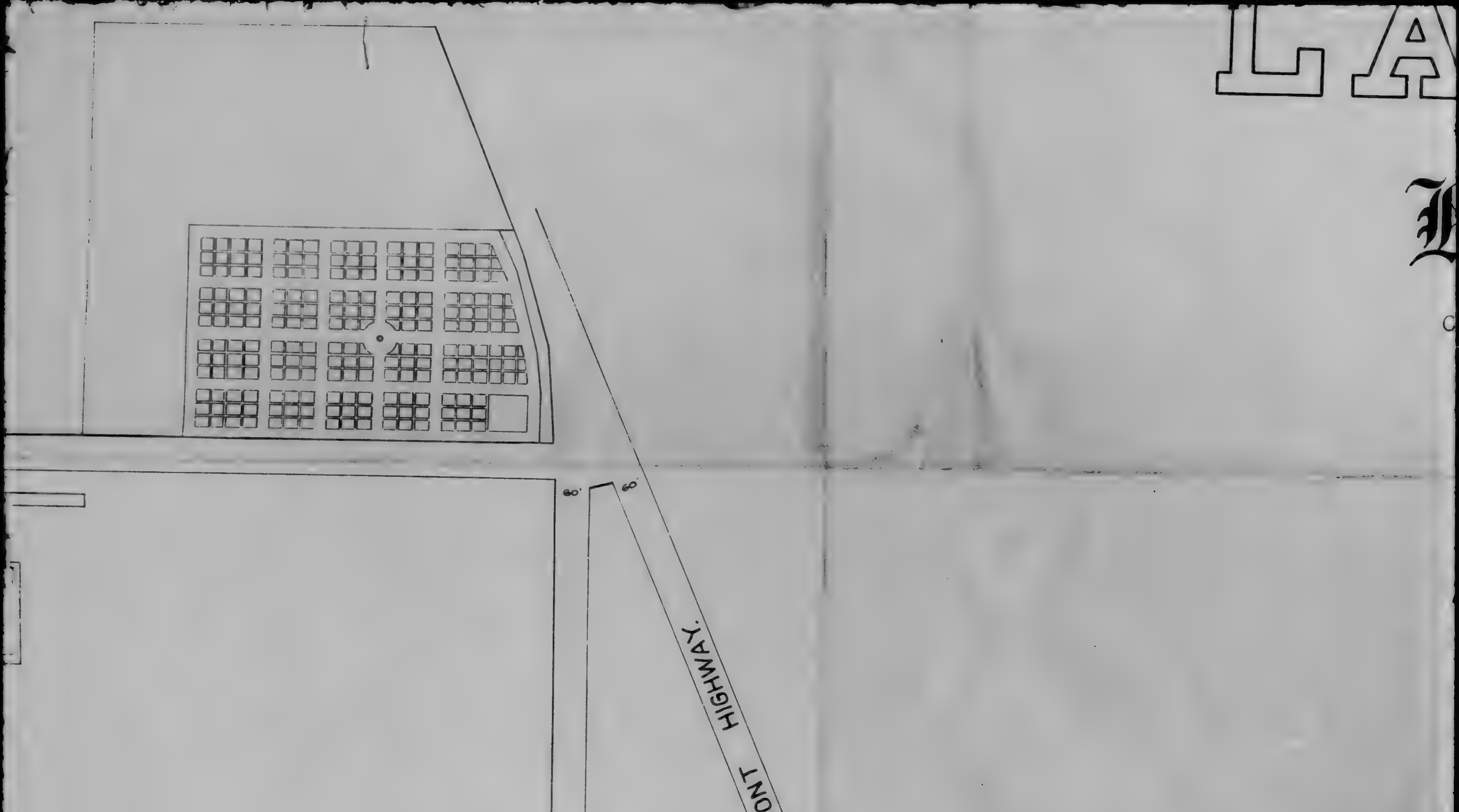

J ST.
COGSWELL 3RD ST SOUTH
WEST
2ND ST. SOUTH
IRVING ST.
5TH SOUTH
SHERLOCK
4TH WEST
ST SOUTH
SOUTH ST.
GRADE SCHOOL
HIGH SCHOOL
SHERLOCK'S FIRST
SHERLOCK'S 1
FIRST ADD'N. 2
SOUTH ADD'N.
LANES ADD'N.
⑥
⑤
④
③
Ⓓ
Ⓒ
Ⓑ
Ⓐ
Alley
462'
430'
355'
950'
South 660'

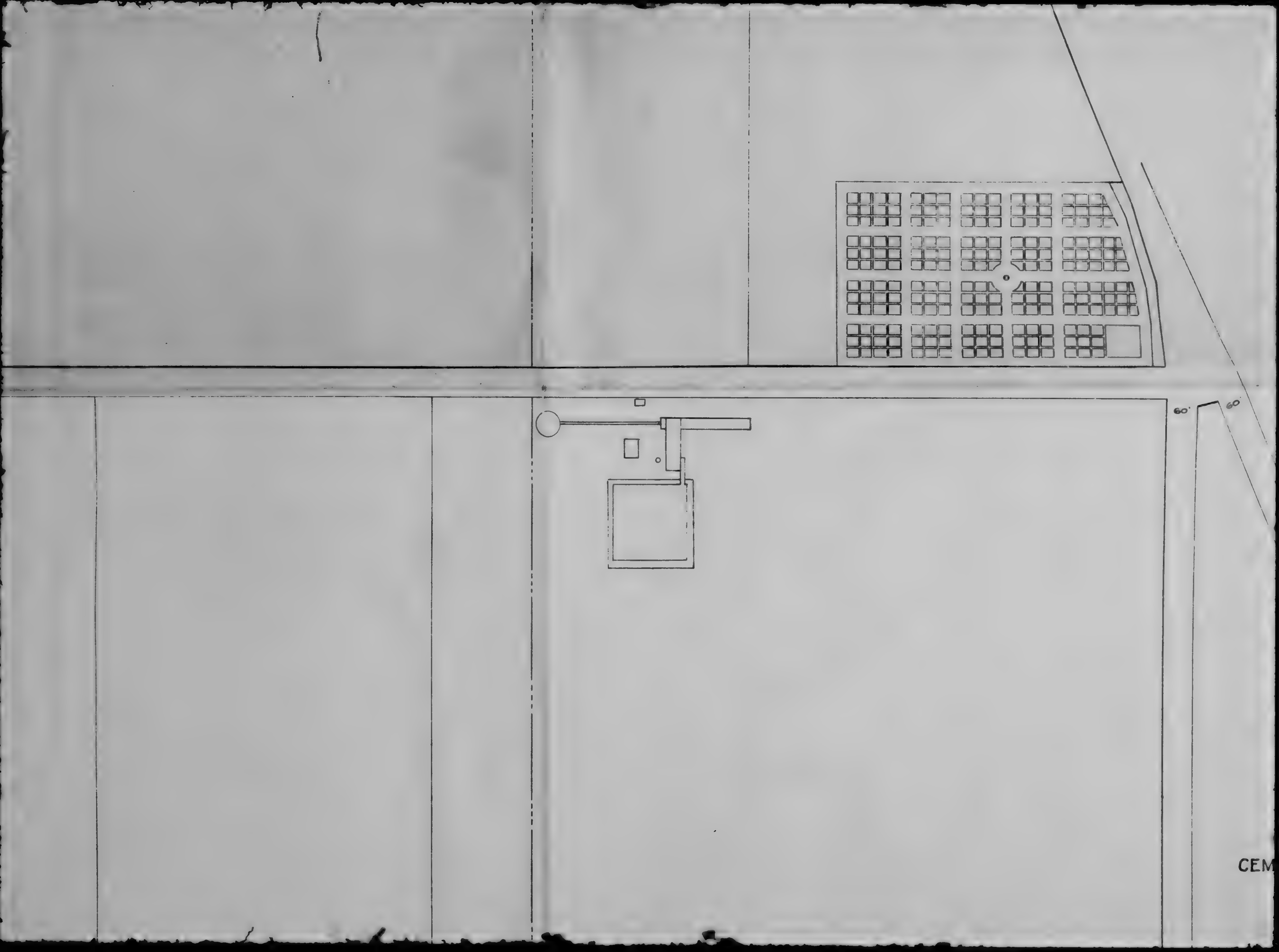


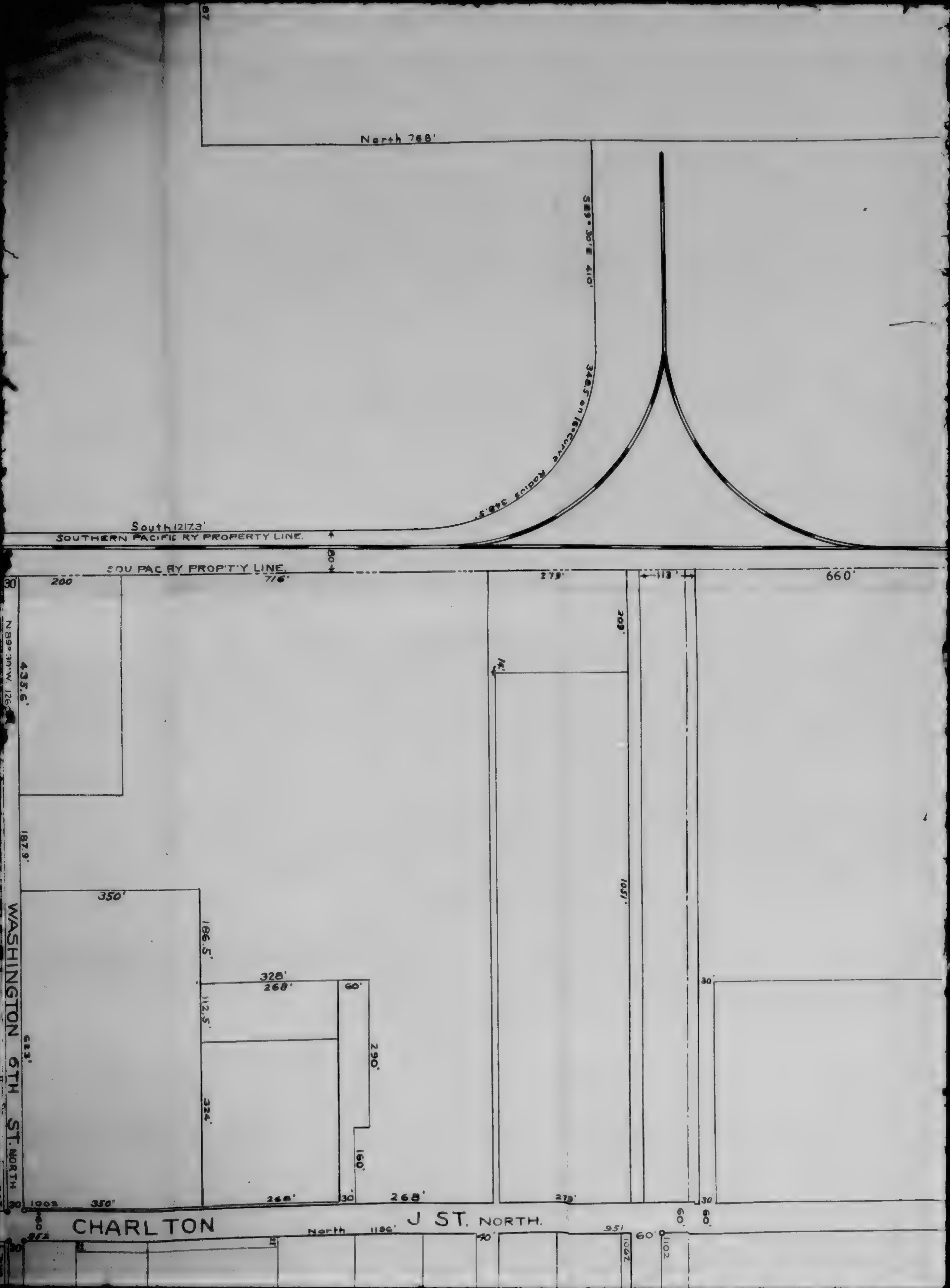
POPLAR ST
L SOUTH
L NORTH
1ST ST SOUTH
WATSON'S 2ND
ADD'N WALTER'S
SECOND ADDN.
3RD
WILLOW ST
K SOUTH
K NORTH
ST NORTH
PARK ST
J SOUTH
J NORTH
WALTERS
BERNARD ST
I NORTH
WATSON'S 1ST
S ADDN.
TER'S ADD'N BLOCK A
CENTER
BULLARD
ST.
WEST ST
H NORTH
North.
CHURCH
R
Q
CANYON WEST
P
2ND ST NORTH
O
K
J
HOSPITAL
DEWEY ST
G SOUTH
G NORTH
CHURCH
COURT WEST
I
H
ST
G
1ST ST NORTH
F
E
WEST ADD'N
MAIN ST
COUNTY PROPERTY
ADDITION
1ST
U.S. COAST & GEOD B.M. ELEV. AT 139.69
COUNTY COURT HOUSE BLOCK
A
BARRY
CHURCH ST 3RD N
CLOSED
OPENS
WATER ST
E SOUTH
E NORTH
McCALLEN'S
ST
COUNTY PROPERTY ADDITION
ORIGINAL
TOWN
ST
CHURCH
North.
NORTH ADD'N.

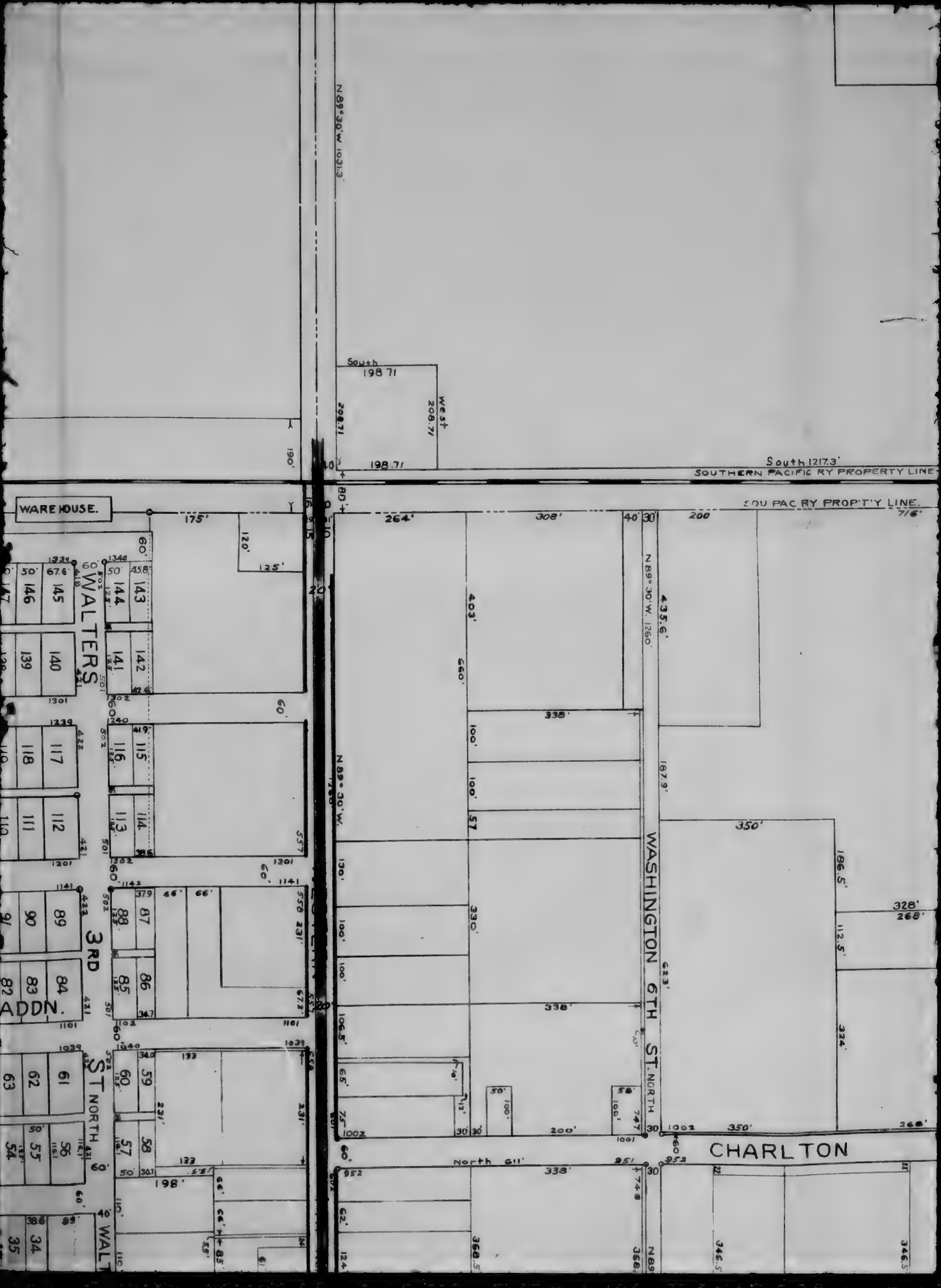

WASHINGTON 6TH ST. NORTH
CHARLTON
North 611'
North 1136'
N 89°30' W.
COLLEGE
N 89°30' W.
WASHINGTON
N 89°30' W.
MOORE ST. 7TH N.
N 89°30' W. 292
North 314'
5TH ST NORTH
ST.
SCHOOL
T ADD'N
K
J
CHURCH ST. 3RD N
20'
116
115
113
114
88
87
85
86
60
59
57
58
350'
328'
268'
338'
368.5'
264'
272'
246.5'
314'
220'
313.32'

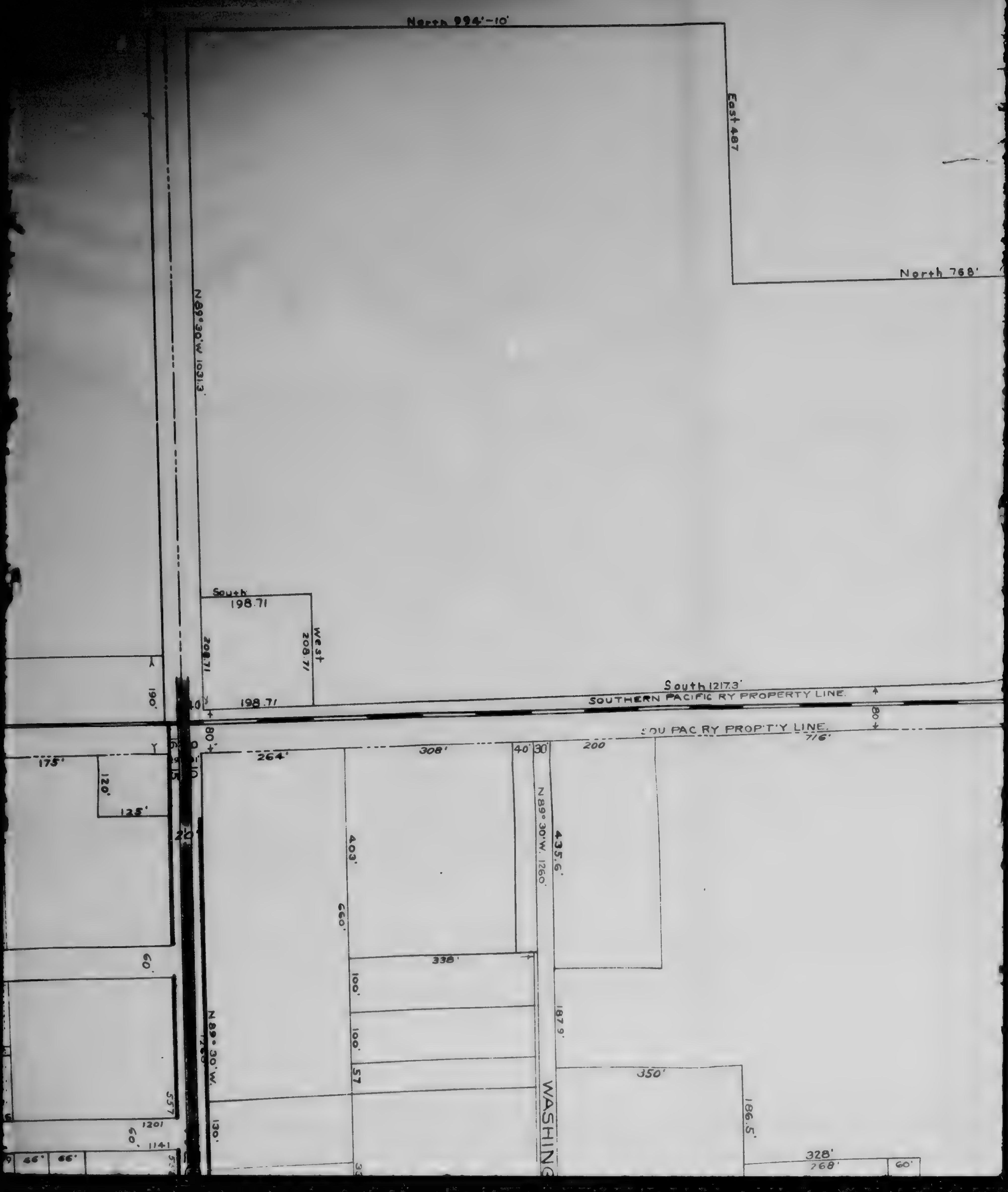

186.5'
328'
268'
60'
112.5'
290'
324'
160'
268'
30
268'
273'
1051'
30'
30'
60'
60'
ON
J ST. NORTH.
North
1196'
40'
951
60'
1102
1062
8TH ST NORTH.
337
KING
9TH
ST
NORTH
N89°30'W 682'
346.5'
165
132'
100
235
1059
1101
213.5'
165'
148.5
132'
132'
801
80'
20'
100'
50'
145'
902
100'
946
83'
232'
8'
100'
945
150'
20'
92'
180'
946
226'
220'
100'
145'
185'
170'
NORTH LIMITS OF TH

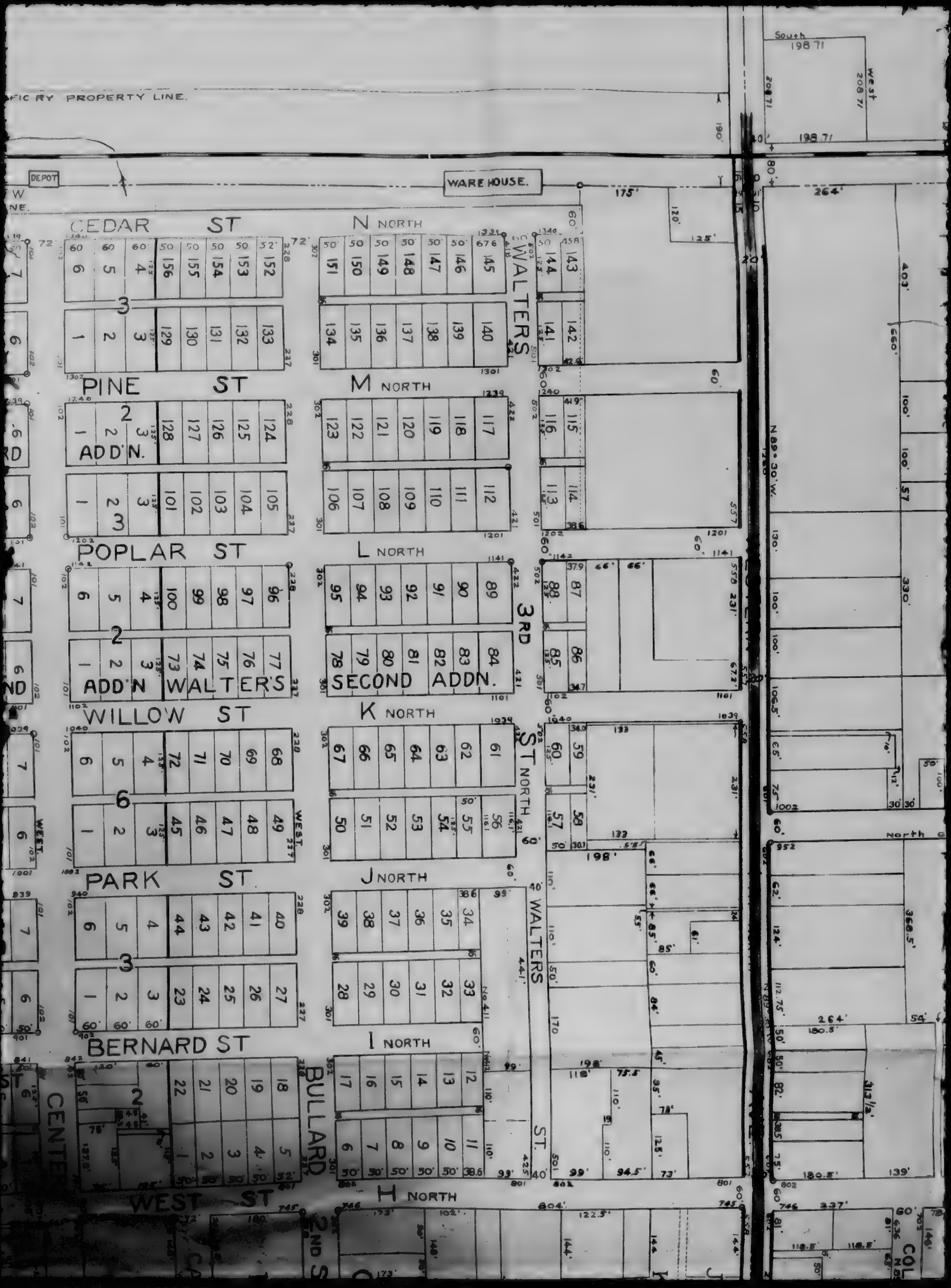

LA
60'
60'
FREMONT HIGHWAY.
CEMETERY.


60'
60
CEM

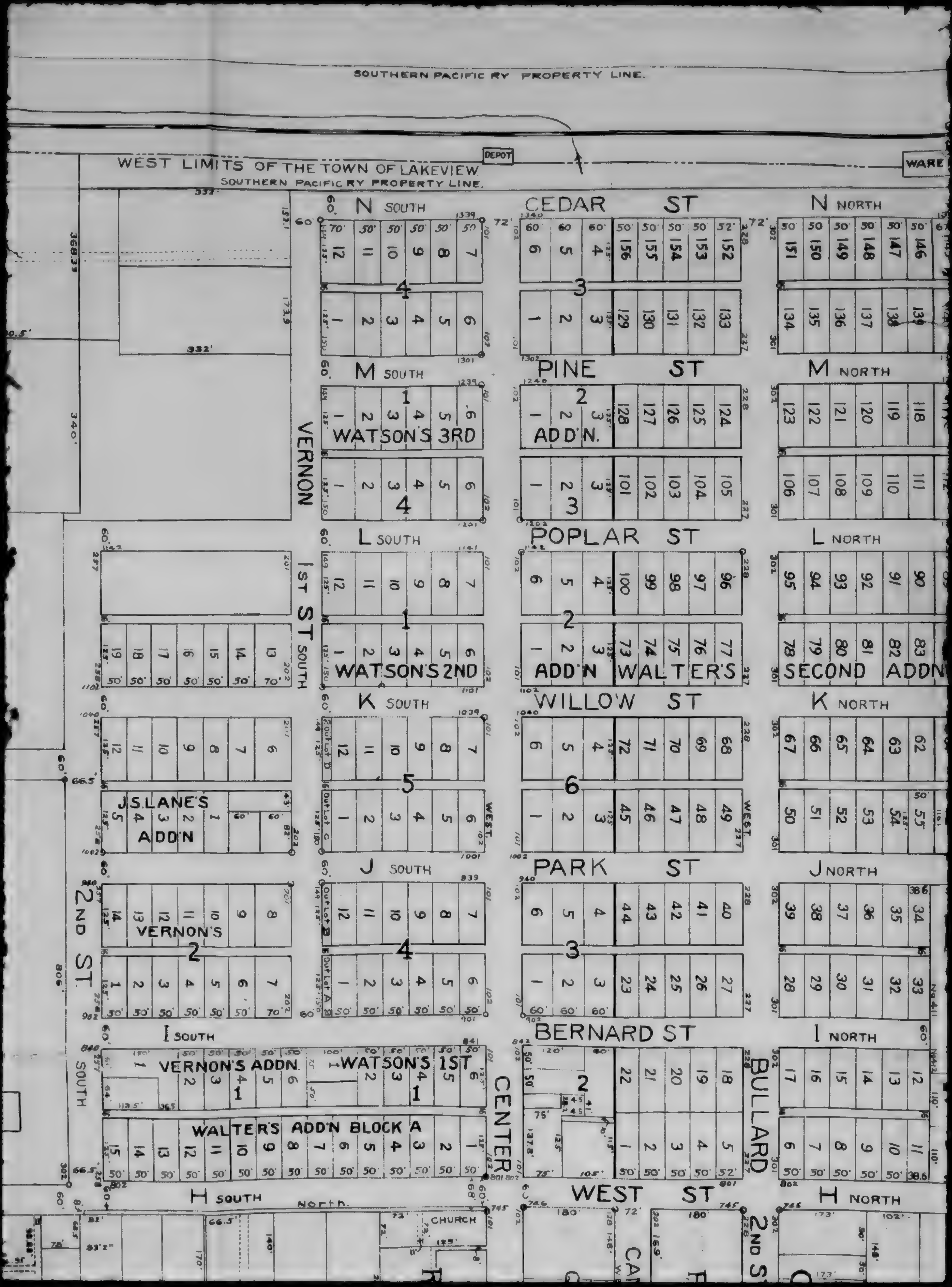

87
North 768'
S89°30'E 410'
348.5 on 16°Curve Radius 348.5'
South 1217.3'
SOUTHERN PACIFIC RY PROPERTY LINE.
80
SOU PAC RY PROP'T'Y LINE.
30'
200
716'
279'
113'
660'
209'
14'
N89°30'W. 126
435.6'
187.9'
350'
WASHINGTON 6TH ST. NORTH
186.5'
328'
268'
60'
112.5'
623'
290'
324'
160'
1051'
30'
30
1002
350'
268'
30
268'
279'
30
60'
60'
CHARLTON
J ST. NORTH.
80
952
North 1196'
40'
951
60'
1062
1102
30

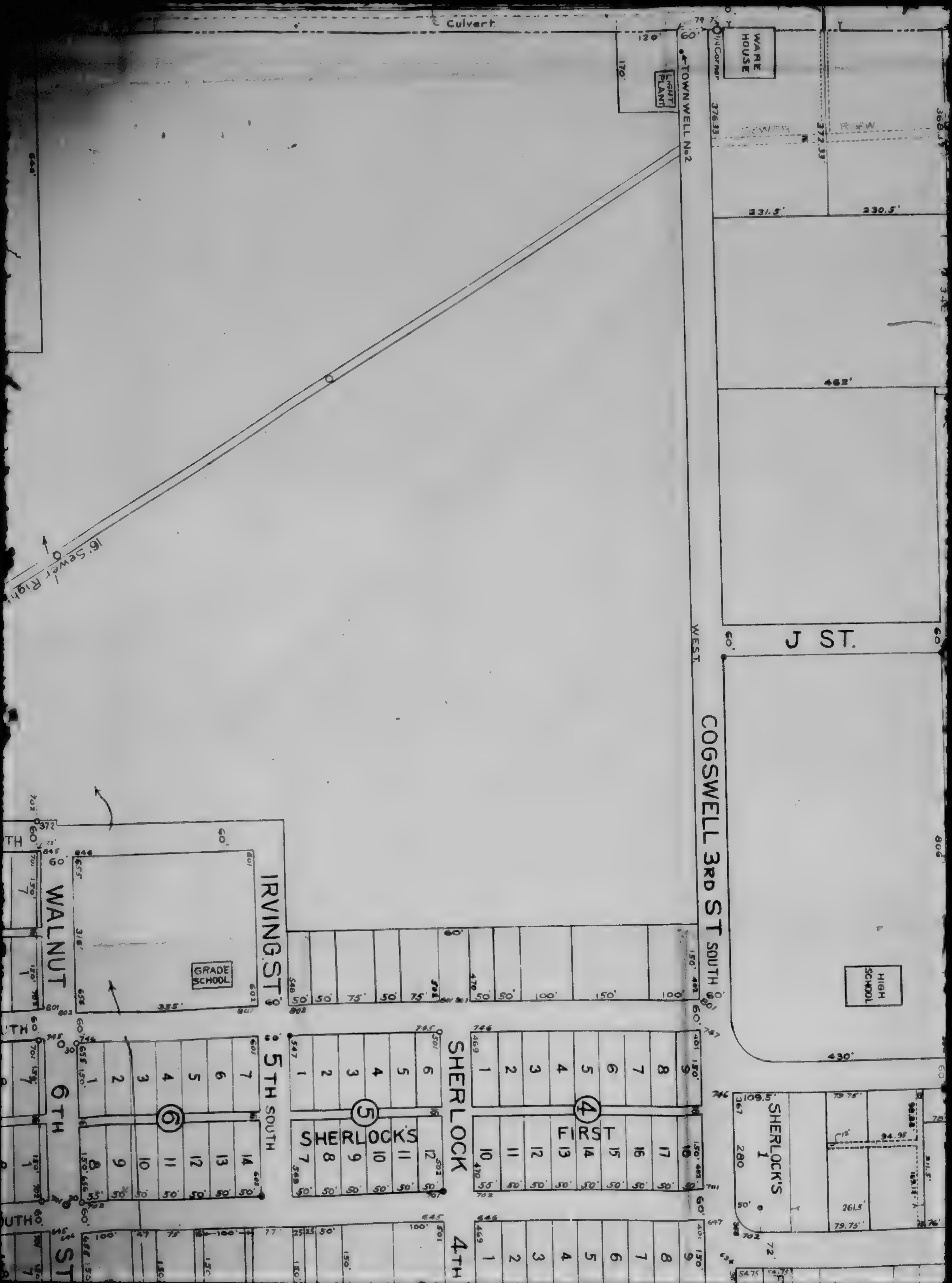

N 89° 30' W 1031.3
South
198.71
West 208.71
208.71
198.71
190'
40
80
South 1217.3'
SOUTHERN PACIFIC RY PROPERTY LINE
SOU PAC RY PROP'T'Y LINE
716'
WAREHOUSE.
175'
120'
125'
264'
308'
40'
30'
200
403'
660'
N 89° 30' W. 1260
435.6'
338'
100'
100'
57
187.9'
WALTERS
146
145
144
143
139
140
141
142
118
117
116
115
111
112
113
114
91
90
89
88
87
3RD
82
83
84
86
85
ADDN.
63
62
61
60
59
ST NORTH
54
55
56
57
58
35
34
WAL
N 89° 30' W.
557
558
231'
67.2'
130'
100'
100'
106.5'
65'
75'
330'
338'
350'
186.5'
328'
268'
112.5'
324'
623'
WASHINGTON 6TH ST. NORTH
50'
100'
58'
100'
200'
1002
1001
350'
268'
CHARLTON
North 611'
338'
952
951
30
60'
198'
133
231'
62'
124'
368.5'
346.5'
346.5'
74.8
85

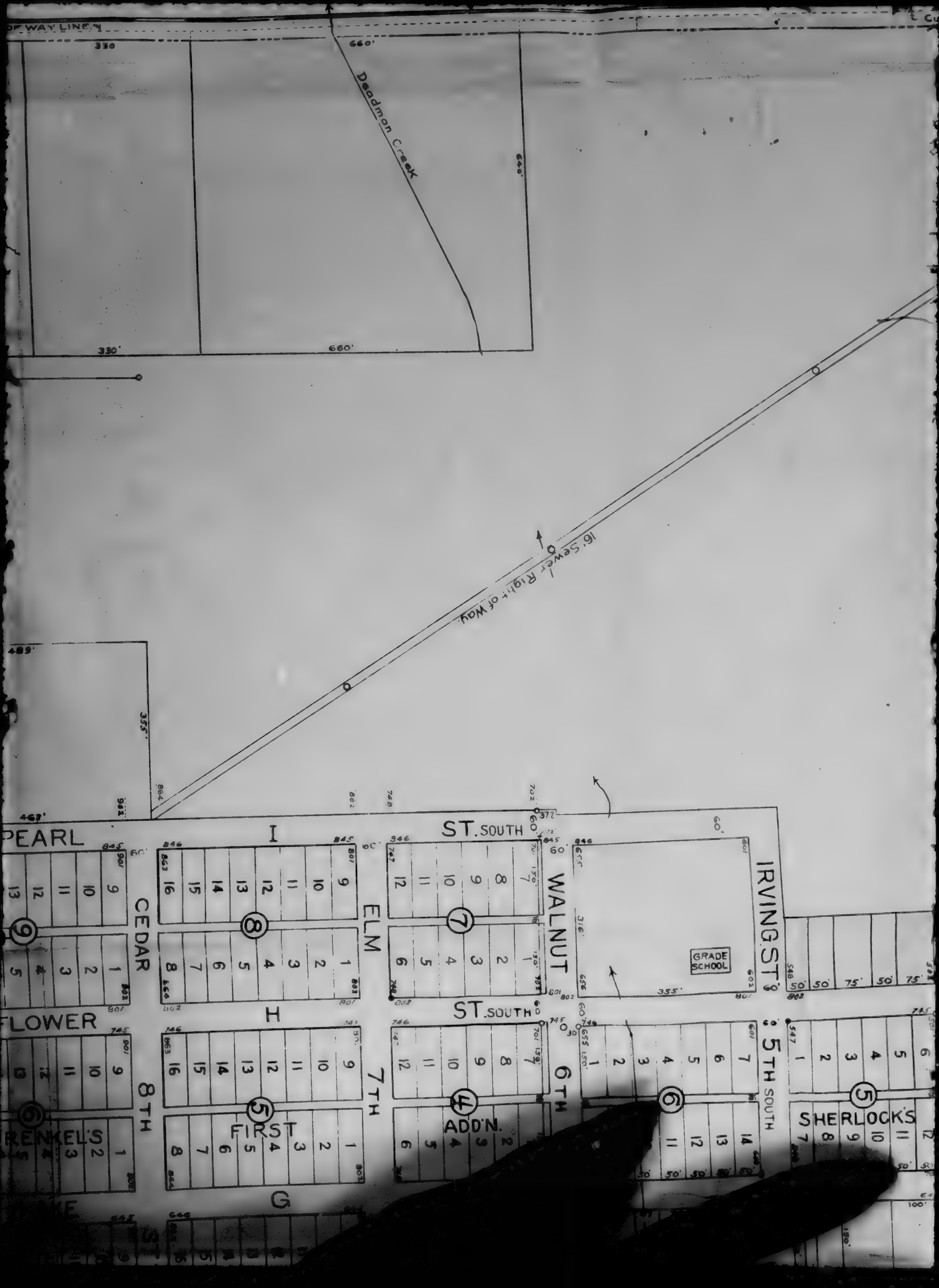

North 994'-10'
East 487
North 768'
N 89° 30' W 1031.3'
South
198.71
West 208.71
208.71
198.71
South 1217.3'
SOUTHERN PACIFIC RY PROPERTY LINE
80
SOU PAC RY PROP'T'Y LINE
716'
190'
80'
264'
308'
40'
30'
200
175'
120'
125'
20'
403'
660'
N 89° 30' W. 1260'
435.6'
338'
60'
100'
100'
57
187.9'
350'
N 89° 30' W.
WASHING
557
1201
60'
1141
66'
66'
130'
186.5'
328'
268'
60'



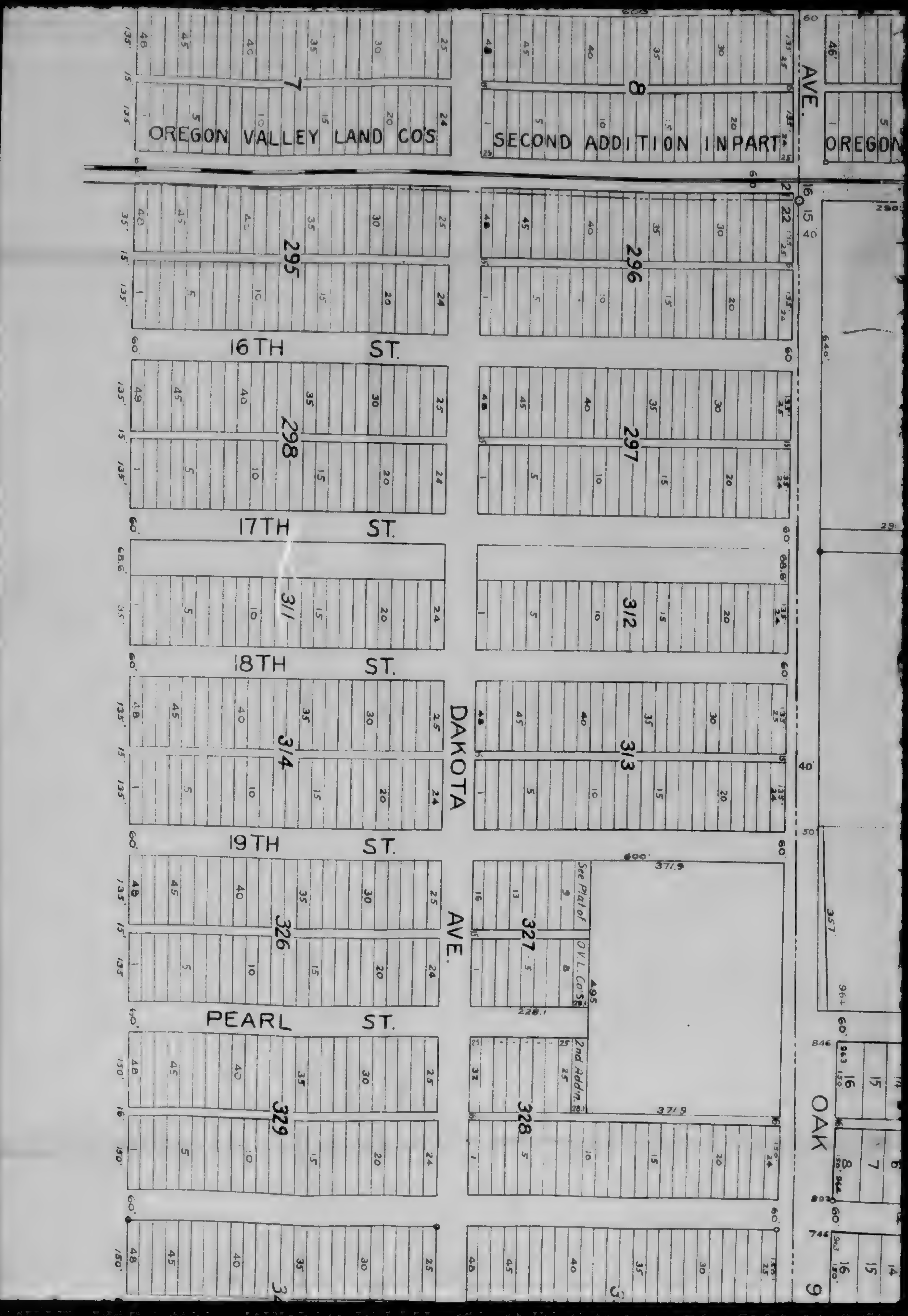
FIC RY PROPERTY LINE.
DEPOT
WARE HOUSE.
CEDAR ST
N NORTH
PINE ST
M NORTH
POPLAR ST
L NORTH
WILLOW ST
K NORTH
PARK ST
J NORTH
BERNARD ST
I NORTH
WEST ST
H NORTH
WALTERS
3RD ST NORTH
WALTERS ST.
BULLARD
CENTER
2ND S
ADD'N.
ADD'N WALTER'S SECOND ADDN.
North
South
West
N 89° 30' W.
COL

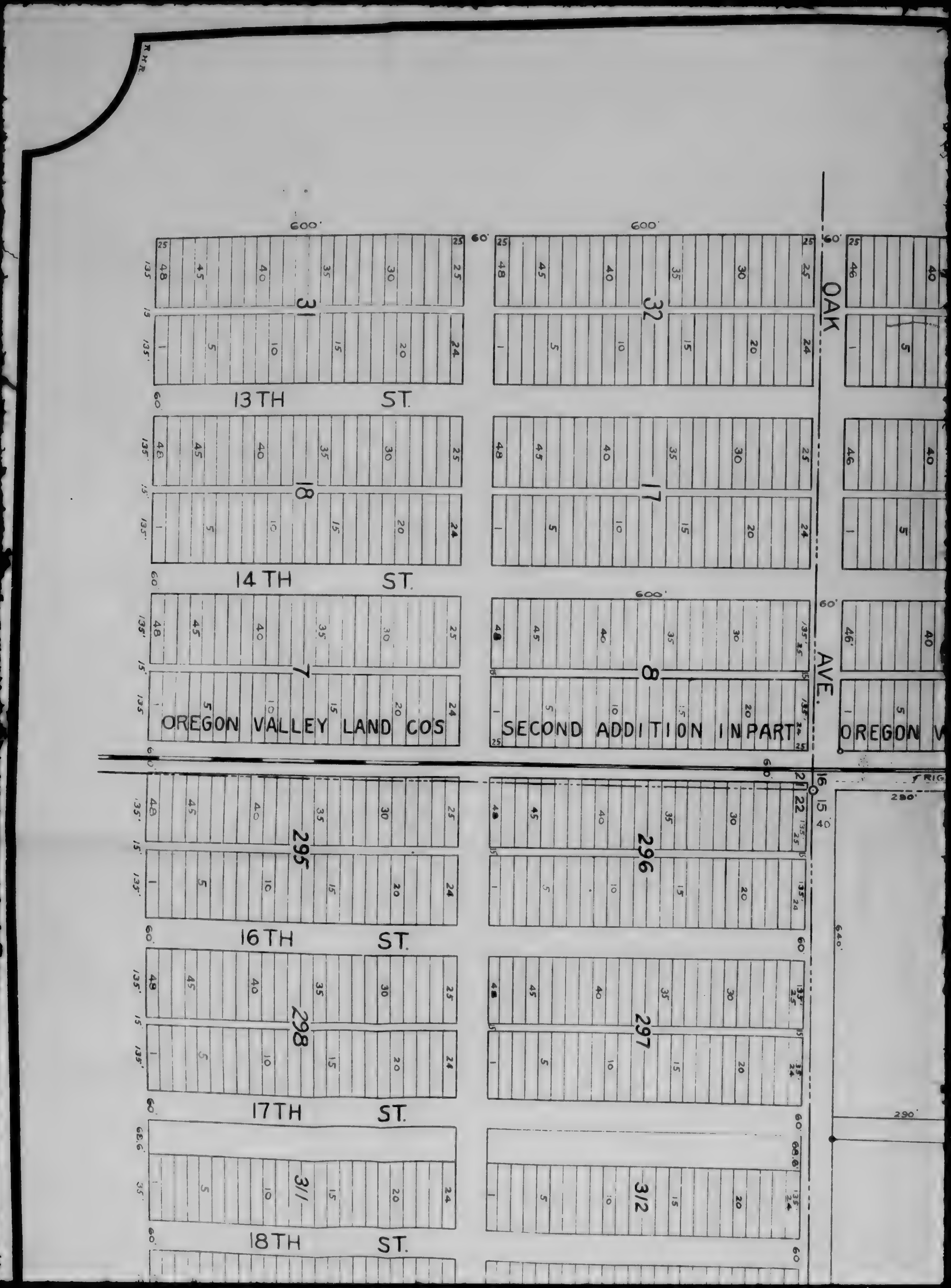

SOUTHERN PACIFIC RY PROPERTY LINE.
DEPOT
WARE
WEST LIMITS OF THE TOWN OF LAKEVIEW.
SOUTHERN PACIFIC RY PROPERTY LINE.
N SOUTH
CEDAR ST
N NORTH
M SOUTH
PINE ST
M NORTH
WATSON'S 3RD
ADD'N.
VERNON
L SOUTH
POPLAR ST
L NORTH
1ST ST SOUTH
WATSON'S 2ND
ADD'N
WALTER'S
SECOND ADDN
K SOUTH
WILLOW ST
K NORTH
J.S.LANE'S
ADD'N
WEST
J SOUTH
PARK ST
J NORTH
2ND ST.
VERNON'S
I SOUTH
BERNARD ST
I NORTH
SOUTH
VERNON'S ADDN.
WATSON'S 1ST
WALTER'S ADD'N BLOCK A
CENTER
BULLARD
H SOUTH
North.
WEST ST
H NORTH
CHURCH
2ND ST
CA
368.37
340'
332'
806'
60'
66.5'
72'

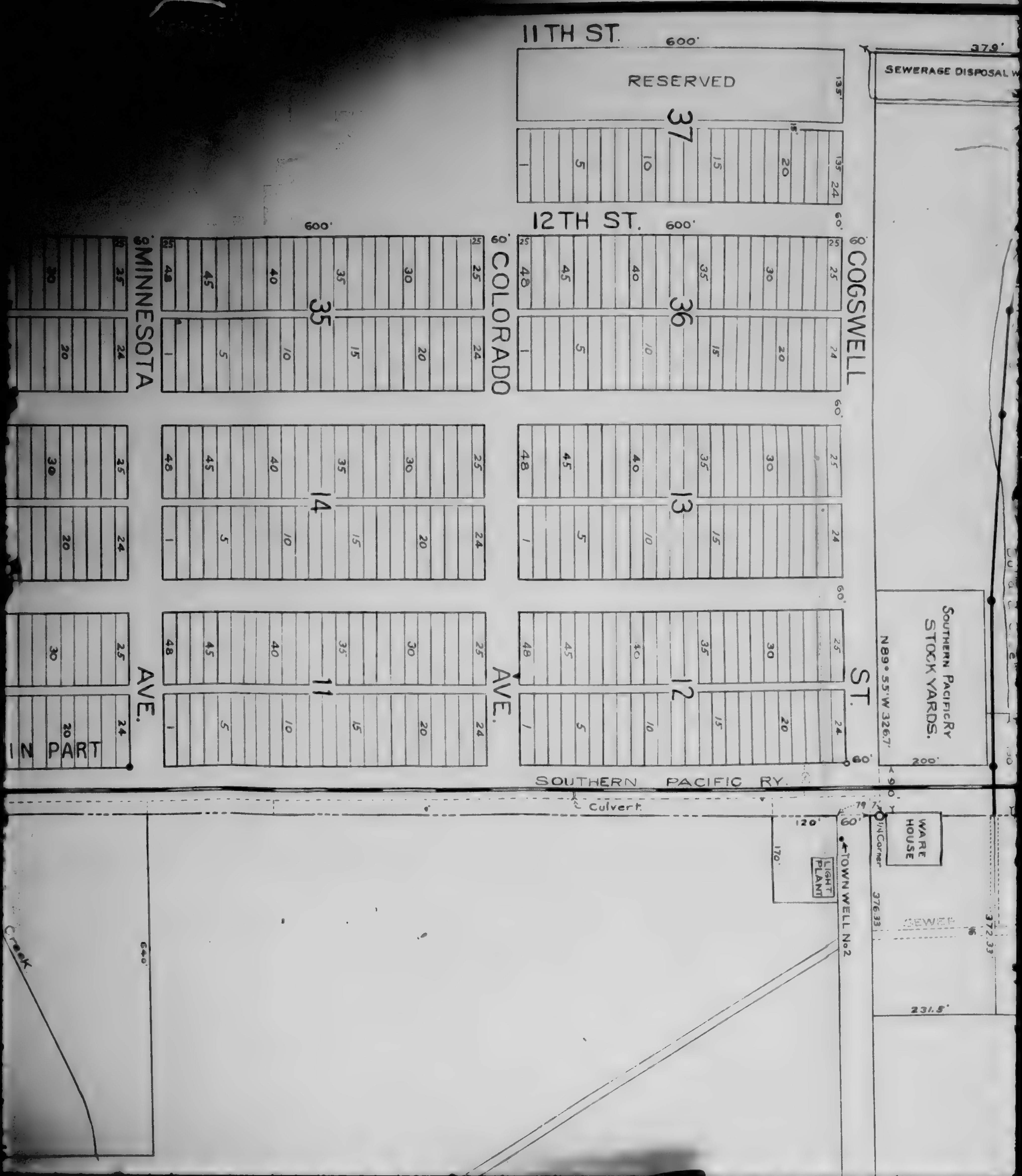

Culvert
WARE HOUSE
LIGHT PLANT
TOWN WELL No 2
1/4 Corner
SEWER R.O.W.
16' Sewer Right
J ST.
COGSWELL 3RD ST SOUTH
WEST
IRVING ST
WALNUT
GRADE SCHOOL
HIGH SCHOOL
5TH SOUTH
SHERLOCK
SHERLOCK'S
FIRST
SHERLOCK'S 1
6TH
4TH
ST
⑥
⑤
④
231.5'
230.5'
462'
430'
120'
60'



OF WAY LINE
Deadmon Creek
330'
660'
640'
489'
355'
463'
16' Sewer Right of Way
PEARL
I
ST. SOUTH
CEDAR
ELM
WALNUT
IRVING ST.
GRADE SCHOOL
355'
60'
FLOWER
H
ST. SOUTH
8TH
7TH
6TH
5TH SOUTH
FIRST
ADD'N.
SHERLOCK'S
RENKEL'S
G
9
8
7
6
5
4
5
6


OREGON VALLEY LAND CO'S
SECOND ADDITION IN PART
OREGON
AVE.
7
8
295
296
16TH ST.
298
297
17TH ST.
311
312
18TH ST.
314
313
DAKOTA AVE.
19TH ST.
326
327
See Plat of O.V.L. Co's 2nd Add'n.
PEARL ST.
329
328
OAK
9


R.R.
600'
600'
60'
31
32
OAK
13TH ST.
18
17
14TH ST.
7
8
AVE.
OREGON VALLEY LAND COS SECOND ADDITION IN PART
OREGON V
295
296
16TH ST.
298
297
17TH ST.
311
312
18TH ST.
290'
640'
290'
135'
15'
60'
68.6'


11TH ST.
600'
37.9'
SEWERAGE DISPOSAL W
RESERVED
135'
37
12TH ST.
600'
600'
60'
MINNESOTA
AVE.
COLORADO
AVE.
COGSWELL
ST.
35
36
14
13
11
12
IN PART
SOUTHERN PACIFIC RY STOCK YARDS.
N89° 55'W 326.7'
200'
60'
SOUTHERN PACIFIC RY.
Culvert
79.7'
120'
60'
170'
LIGHT PLANT
TOWN WELL No2
1/4 Corner
WARE HOUSE
376.33
SEWER
372.33
231.5'
640'
Creek

319-1704 Lakeview (Pine St., North) 1953
Sec.
#3868

RECEIVED
[illegible] 1954
FOR FILING
319-1704
3868

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 15, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3868	2-final	J. C. COMPTON CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13560	R-98811	$ 500.00	7/14/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: to Aug. 1, 1954 without penalty

Completion Date: May 25, 1954

Date Accepted: June 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-16-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
By Floyd Query
Ass't. Secretary

NOTED ON CARD
7-19-54

Warrant Mailed: [illegible] 1954

RECEIVED
FOR FILING

June 30, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 3868 for paving on the Lakeview (Pine Street North) Section in Lake County was completed by the contractor, J. C. Compton Company, on May 25, 1954 and was formally accepted by the Highway Commission on June 23, 1954.

Final payment in the amount of $500.00 will be released to the contractor on or after July 10, 1954. The total contract amount is $5,304.81 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
6-30-54 S

Form E-1—[illegible]

311-[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 29, 1954

Section Lakeview (Pine St. N.)

Kind of work Paving

Highway City Street

Section prefix 319-1704

Contractor J. C. Compton Co.

Contract number 3868

Date of contract February 18, 1953

Date of completion Oct. 31, 1953

Date work started May 11, 1954

Estimated date of completion ......, 19...

Amount of contract $ 7,060.00

Per cent of time elapsed 186 %

Estimated cost of completed project, exclusive of engineering $ 7,060.00

Per cent of contract completed, based on total contract price ......%

Engineering cost to date $ 200, 34 %

Date project was completed May 25, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Hauled shoulder material (¾-0) on this project Tuesday.

Project complete. Will submitt semi-final next week.

NOTED
SMITH

Signed

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.33
Miles partially completed					
Miles completed					0.33
Total estimated quantities					670 ton
Estimated quantities moved or placed to date					605 "
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Cloudy		
Tuesday	"		
Wednesday	"		
Thursday	Clear		
Friday	"		
Saturday			

RECEIVED
NOV 19 1953
FOR FILING

November 16, 1953

J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from October 31, 1953 to August 1, 1954 within which to complete your contract No. 3868, for paving on the Lakeview (Pine Street N.) City Street Section in Lake County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

Vincent E. Graus,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
OCT 6 1953
FOR FILING

311-1701

3868

October 5, 1953

Request for extension of time
No. 1
October 29 and 30 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from J. C. Compton Co. for an extension of time on the Lakeview City Street Contract No. 3868, from October 31, 1953 to August 1, 1954.

Mr. Compton had subcontracts on several major projects on the Pacific Highway, in Division III, but was delayed in the finishing of these contracts due to the unfavorable weather conditions in May, June, and July. He was asked to complete these sections before attempting to pave on the Lakeview area.

Mr. Compton purchased a new paving plant of a maximum output and under normal conditions could have easily completed all the work.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
1953
FOR FILING

319-1704

317

March 25, 1953

J. C. Compton Co.
Box 86
McMinnville, Oregon

Gentlemen:

We enclose herewith four fully executed copies of contracts, which were awarded to you on February 18, 1953 by the State Highway Commission, as follows:

Contract No. 3863, for Divisions 1 and 2 Reoiling Project on 10 State Highways in Clatsop, Yamhill, Columbia, Tillamook, Washington, Marion and Polk Counties.

Contract No. 3866, for paving on the Fremont Junction-Rosa Creek Section of the Warner Highway in Lake County.

Contract No. 3867, for grading and paving on the Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways in Lake County.

Contract No. 3868, for paving on the Lakeview (Pine St.N.) City Street Section in Lake County.

These copies are for your records and files.

An executed copy of each of the above contracts is also being sent to the surety on your performance bonds.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl
encls. 4

RECEIVED
FOR FILING
319-1904

March 17, 1953

REGISTERED MAIL

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

Your Contracts Nos. 3863, Divisions I and II Recoiling Project on 10 State Highways, 3867, Fremont Junction-Rosa Creek Section of the Warner Highway, 3868, Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways, and 3869, the Lakeview (Pine Street North) Section, have been received in this office fully executed.

We are, therefore, returning your certified checks in the amounts of $4,500, $8,500, $4,000 and $400 which you submitted with your proposals on February 18, 1953.

Very truly yours

ORECON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

cc - Accounting Division

RECEIVED
FEB 24 1953
FOR FILING

319-1204

3[illegible]7

February 19, 1953

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contracts Nos. 3866, 3867, and 3868 in combination bids on paving and rock or gravel shoulders on the Fremont Junction-Rosa Creek Section of the Warner Highway, grading and paving on the Lakeview Section of the Fremont and Klamath Falls and Lakeview Highways, and 0.33 mile leveling course, shoulders and paving on the Lakeview (Pine Street North) Section on Pine Street in Lakeview, all three in Lakeview County. These awards were based on your bids of $159,220.00, $77,695.50, and $7,060.00 (total combination bid $243,975.50) which was the low bid submitted to the Commission on that day for these projects.

I enclose for your immediate information copies of the proposal forms which contain the specifications and special provisions pertaining to the jobs which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

Enclosures 3

[illegible] 24, [illegible]

12-24-51

LAKEVIEW

Preliminary Estimate

Pine (M) Street from 4th Avenue N. to 1st Street S., a distance of approximately 0.34 mile (1780 lin. ft.).

Patch where possible and add leveling course where needed. Place 3" of asphaltic concrete 20' in width.

Item	Quantity		Unit Price	Total
Preparation of base	0.34	mile	$1000.00	$ 340.00
3/4"-0 in leveling course	200	cu. yd.	5.00	1,000.00
Asphaltic concrete in patches	110	tons	13.00	1,430.00
RS-1 in tack and seal coat	9	tons	70.00	630.00
Class B asphaltic concrete	750	tons	12.00	9,000.00
Aggregate in seal coat	26	cu. yd.	7.00	182.00
Preliminary Estimate of Construction				$12,582.00
12-1/2% Engineering & Contingencies				1,574.75
Preliminary Engineering				300.00
				$14,454.75

Total Estimate: $15,000.00

HCA:MM
10/24/51

Application No. 19

LAKEVIEW
Lake County
Population:
1940 - 2,466
1950 - 2,831
Division IV

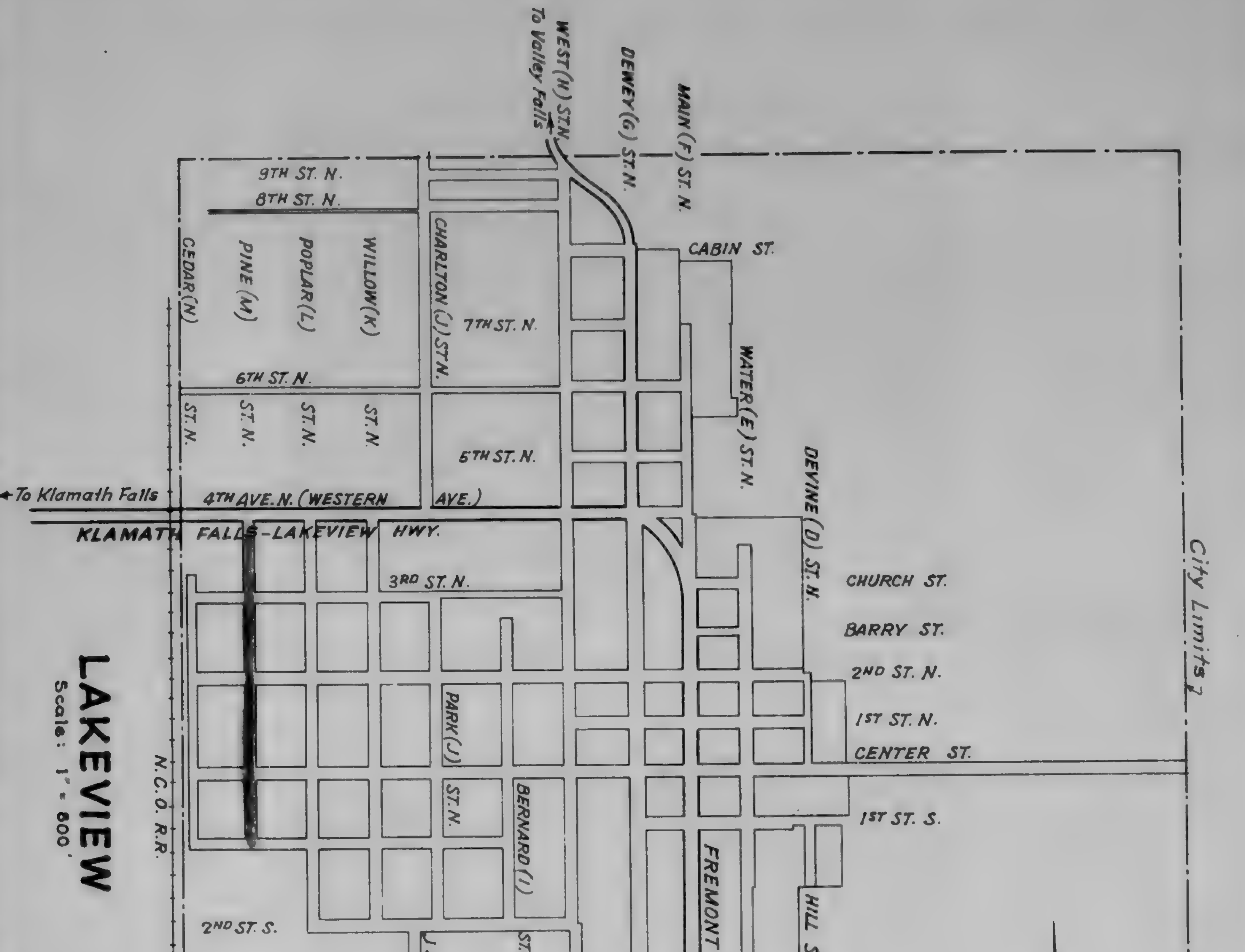
	Cost (Actual)		
Previous Projects	State	City	Total
1948: Placed base rock and rock surfacing on Charlton Street from Klamath Falls-Lakeview Highway to north city limits and on Pine Street from Klamath Falls-Lakeview Highway to 1st Street S., a distance of approximately 0.70 miles.	$ 7,663.00	$--	$ 7,663.00
1949: Placed modified B-3 bituminous macadam on Charlton Street from Klamath Falls-Lakeview Highway to north city limits and on Pine Street from Klamath Falls-Lakeview Highway to 1st Street S., a distance of approximately 0.70 mile.	$ 6,365.11	$--	$ 6,365.11
1950: None 1951: None	$--	$--	$--

	Cost (Estimated)		
Proposed Project	State	City	Total
1952: Patch present surface and place 3" asphaltic concrete pavement 20' wide on "M" Street from 4th Avenue N. to 1st Street S., a distance of approximately 0.34 mile.	$15,000.00	$--	$15,000.00

- - - - - - - - - - -

"M" Street is subjected to very heavy log and lumber traffic. Present oiled surface badly pitted and is not of sufficient strength to carry such heavy traffic.

Recommendation
This project qualifies and approval recommended.



To Valley Falls
WEST (H) ST. N.
DEWEY (G) ST. N.
MAIN (F) ST. N.
9TH ST. N.
8TH ST. N.
CABIN ST.
CEDAR (N) ST. N.
PINE (M) ST. N.
POPLAR (L) ST. N.
WILLOW (K) ST. N.
CHARLTON (J) ST. N.
7TH ST. N.
WATER (E) ST. N.
6TH ST. N.
5TH ST. N.
DEVINE (D) ST. N.
← To Klamath Falls
4TH AVE. N. (WESTERN AVE.)
KLAMATH FALLS-LAKEVIEW HWY.
3RD ST. N.
CHURCH ST.
BARRY ST.
2ND ST. N.
1ST ST. N.
CENTER ST.
City Limits
PARK (J) ST. N.
BERNARD (I) ST. N.
1ST ST. S.
FREMONT HWY.
HILL ST.
N.C.O. R.R.
2ND ST. S.
J ST. S.
3RD ST. S.
LINDA LANE
4TH ST. S.
N
5TH ST. S.
6TH ST. S.
MAIN ST.
DONALD ST.
7TH ST. S.
PEARL ST.
FLOWER ST.
LAKE ST.
8TH ST. S.
To New Pine Creek
CO. RD.
9TH ST. S.

LAKEVIEW

Scale: 1" = 800'

Rev. 8-19-49

6-11-51

CITY OF LAKEVIEW
City Hall - Lakeview, Oregon

April 6th., 1951

NOTED
J. W. CATTRALL

Mr. John W. Cattrall
State Highway Department
P. O. Box 30,
Salem, Oregon

Dear Sir:

I am giving you a description of the conditions of the streets that are badly in need of repairs in our city. J Street North, from 9th. Street North to 4th. Street North and M Street North, from 4th. Street North to 1st. Street South are in bad condition. These streets were surfaced by the State in 1949, but due to heavy lumber traffic and bad climatic conditions, are much in need of repairs.

L Street North from 4th. Street North to Center Street is heavily used by traffic going to and from the Cold Storage and Locker Plant. K Street North, from 4th. Street North to Center Street is heavily used by trucks and other traffic going to and from the Lakeview Creamery.

Center Street and North 2nd. Streets are now under paving construction and will be completed about July 15th.

If there is any possible chance of getting this work done this year we would certainly appreciate it as the above mentioned steeets are in badcondition and are getting worse every day.

Very truly yours,
Town of Lakeview

By C.A. Fesler
Recorder

RECEIVED
APR 9 1951
ENGINEER
CON... ...TIONS

NOTED
Harold C. Ayers

Form cc-50
Special City Allotment

4-3-51

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of LAKEVIEW is an incorporated city of the State of Oregon, and has a population of 2800, as given by the latest official census, and

NOTED
Harold C. Ayers

Form cc-50

WHEREAS, the following streets of said city,

J Street North from 9th. Street North to 4th. Street North

M Street North from 4th. Street North to 1st. Street South

L Street North from 4th. Street North to Center Street

K Street North from 4th. Street North to Center Street

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

J Street North from 9th. Street North to 4th. Street North

M Street North from 4th. Street North to 1st. Street South

L Street North from 4th. Street North to Center Street

K Street North from 4th. Street North to Center Street

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of LAKEVIEW does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Supt. W. E. Dykeman as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 3rd. day of April, 19 51.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

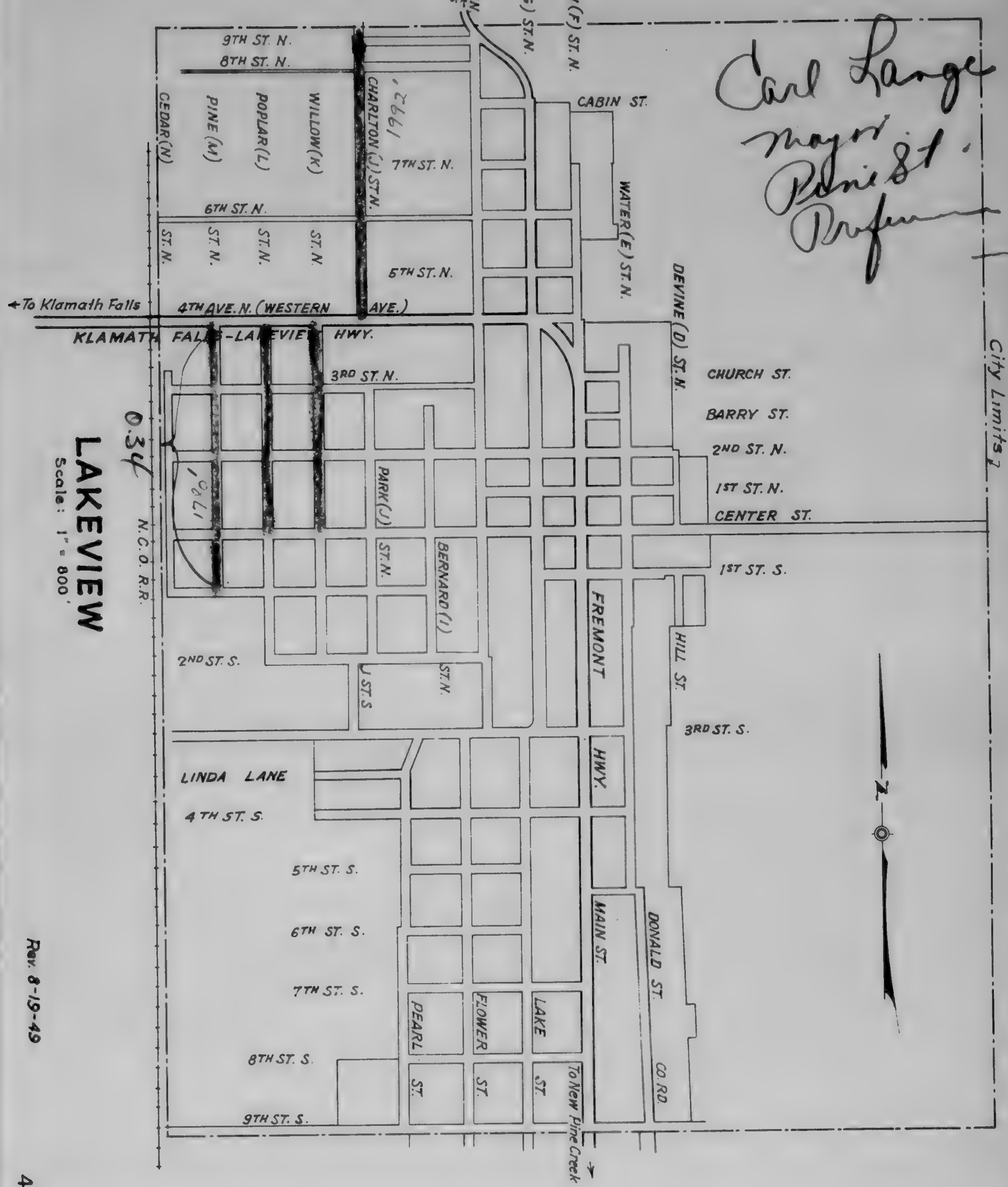
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Lakeview at a regular or special meeting of said council, held on the 3rd day of April, 1951, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 4th day of April, 1951.

C. A. Fesler
City Recorder

K.L. 60' RW
36' street

Carl Lange
mayor
Pine St.
Preferred


9TH ST. N.
8TH ST. N.
WEST (H) ST. N.
To Valley Falls
DEWEY (G) ST. N.
MAIN (F) ST. N.
CABIN ST.
CEDAR (N)
PINE (M)
POPLAR (L)
WILLOW (K)
CHARLTON (J) ST. N.
1992'
7TH ST. N.
6TH ST. N.
ST. N.
WATER (E) ST. N.
5TH ST. N.
DEVINE (D) ST. N.
← To Klamath Falls
4TH AVE. N. (WESTERN AVE.)
KLAMATH FALLS-LAKEVIEW HWY.
3RD ST. N.
CHURCH ST.
BARRY ST.
2ND ST. N.
1ST ST. N.
CENTER ST.
City Limits
0.34
1790'
PARK (J)
BERNARD (I)
N.C.O. R.R.
1ST ST. S.
FREMONT
HILL ST.
2ND ST. S.
J ST. S
ST. N.
3RD ST. S.
HWY.
LINDA LANE
4TH ST. S.
N
5TH ST. S.
6TH ST. S.
MAIN ST.
DONALD ST.
7TH ST. S.
PEARL ST.
FLOWER ST.
LAKE ST.
8TH ST. S.
CO. RD.
9TH ST. S.
To New Pine Creek

LAKEVIEW
Scale: 1" = 800'

Rev. 8-19-49

S-227(3) Mt. Angel Sec. of the Hillsboro-Silverton Hwy in Mt. Angel. 1953

#3869

OREGON STATE HIGHWAY DEPARTMENT

(date)

September 11, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3869	6-Final	Warren Northwest, Inc.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
17783	E-75914	$ 1,886.16	9/11/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

JHen

ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1953

Time Extensions: None

Completion Date: July 25, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-14-53

To the Accounting Division:

Release of the above warrant is hereby authorized

HBGlaisyer

H. B. Glaisyer
Secretary

Warrant Mailed:

SEP 14 JH

RECEIVED
1953
FOR FILING

[illegible]

3869

September 1, 1953

United States Guarantee Co.
90 John St.
New York 7, N. Y.

Gentlemen:

State Highway Contract No. 3869 for grading and paving on the Mt. Angel Section of the Hillsboro-Silverton Highway in Marion County was completed by the contractor, Warren Northwest, Inc., on July 25 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $1,886.16 will be released to the contractor on or after September 11, 1953. The total contract amount is $62,872.09 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

9-1-53

RECEIVED
AUG [illegible] 1953
FOR FILING

S-337(1)

F01.9

August 11, 1953

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest, Inc. in connection with contract No. 3869, for grading and paving on the Mt. Angel Section of the Hillsboro-Silverton Highway in Marion County.

This payment, in the amount of $28,817.55, will be released to the contractor on or after August 21, 1953. The retained percentage is $1,886.16.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
8-11-53 gf

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Secondary Project No. S-227(3)

S-227(3)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

3569

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of July, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of October, 1952, a program, which was approved on the 2nd day of January, 1953, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 3rd day of February, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-nine thousand and 00/100 dollars ($39,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

A4.62

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 2427+80 in the SW 1/4, Section 3, T. 6 S., R. 1 W., W.M., and survey station 2475+50 in the SW 1/4, Section 10, T. 6 S., R. 1 W., W.M., except stations 2450+30 to 2452+05, length 0.870 miles, in Marion County, being Oregon Federal Aid / Secondary project No. S-227(3), consisting of 0.870 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

Oepe

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **thirty-nine thousand and 00/100** dollars ($**39,000.00**), which does not exceed the authorized Federal pro rata share of **sixty-nine thousand, three hundred forty-three and 45/100** dollars ($**69,343.45**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurer** (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon** (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) **Chapter 529, Laws 1939.**

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

Attest
SECRETARY

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

JUN 9 1953

JUL 27 1953
OREGON DIST

RECEIVED
JUL 29 1953
DIVISION 8

Oregon State Highway Department

Federal Aid Secondary
Project No. S-227 (3)

MT. ANGEL SECTION OF THE HILLSBORO-SILVERTON HIGHWAY IN MARION COUNTY

(Estimate as a basis for project agreement. Based on Low Bid Prices.)

Salem, Oregon, May 18, 1953

Type Code 4201
Inside City of Mt. Angel (Sta. 2427+80 to Sta. 2450+30)(Sta. 2452+05 to Sta. 2472+17)(Contract No. 3869)

1,350	Sq. Yds.	Removal of Pavement	$ 0.75	$ 1,012.50
330	Lin. Ft.	Removal of Curbs	0.50	165.00
4	Only	Removal of Catch Basins	15.00	60.00
900	Cu. Yds.	Structural Excavation, Unclassified	2.00	1,800.00
3,800	Cu. Yds.	General Excavation, Unclassified	1.00	3,800.00
1,800	Yd. Mi.	Truck Haul	0.30	540.00
0.62	Mile	Finishing Roadbed and Slopes	500.00	310.00
350	Lin. Ft.	8-inch Sewer Pipe	1.35	472.50
760	Lin. Ft.	12-inch Sewer Pipe	1.75	1,330.00
1,500	Lin. Ft.	15-inch Sewer Pipe	2.75	4,125.00
180	Lin. Ft.	Extra for Installing Pipe Under Pavement	2.00	360.00
5	Only	Concrete Manholes	175.00	875.00
16	Only	Concrete Catch Basins	75.00	1,200.00
2	Only	Special Concrete Catch Basins	110.00	220.00
9	Only	Adjustment of Manholes	35.00	315.00
7	Only	Adjustment of Catch Basins	25.00	175.00
2	Only	Adjustment of Lampholes	15.00	30.00
180	Cu. Yds.	Concrete Curbs	40.00	7,200.00
25	Sq. Yds.	4-inch Concrete Walks	3.50	87.50
2,700	Cu. Yds.	3" - 0 Material in Base	2.50	6,750.00
700	Cu. Yds.	3/4" - 0 Material in Base and Shoulders	3.50	2,450.00
70	M-Gals.	Sprinkling	2.75	192.50
110	Cu. Yds.	3/4" - 0 Material in Binder Course	4.50	495.00
22	Tons	RS-2 Emulsified Asphalt in Binder Course and Tack Coat	42.00	924.00
3,400	Tons	Class "B" Asphaltic Concrete	7.00	23,800.00
		Subtotal		$58,689.00
		10% Engr. & Cont.		5,868.90
		Total		$64,557.90

Length of Roadway 0.807 Mile
Cost per Mile $79,997.39

Type Code 6201
Outside City (Sta. 2472+17 to Sta. 2475+50)(Contract No. 3869)

400	Sq. Yds.	Removal of Pavement	$ 0.75	$ 300.00
2	Only	Removal of Catch Basins	15.00	30.00
1,000	Cu. Yds.	General Excavation, Unclassified	1.00	1,000.00
0.06	Mile	Finishing Roadbed and Slopes	500.00	30.00
400	Cu. Yds.	3" - 0 Material in Base	2.50	1,000.00
100	Cu. Yds.	3/4" - 0 Material in Base and Shoulders	3.50	350.00
10	M-Gals.	Sprinkling	2.75	27.50
10	Cu. Yds.	3/4" - 0 Material in Binder Course	4.50	45.00
4	Tons	RS-2 Emulsified Asphalt in Binder Course and Tack Coat	42.00	168.00
200	Tons	Class "B" Asphaltic Concrete	7.00	1,400.00
		Subtotal		$ 4,350.50
		10% Engr. & Cont.		435.05
		Total		$ 4,785.55

Length of Roadway 0.063 Mile
Cost per Mile $75,961.11

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Inside City of Mt. Angel	$64,557.90	$36,309.00	$28,248.90
Outside City of Mt. Angel	4,785.55	2,691.00	2,094.55
	$69,343.45	$39,000.00	$30,343.45

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-227 (3)

MT. ANGEL SECTION OF THE HILLSBORO-SILVERTON HIGHWAY

IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 29, 1953

Type Code 6201
Inside City of Mt Angel (Sta. 2427+80 to Sta. 2450+30)(Sta. 2452+05 to Sta. 2472+17)

1,350	sq.yds.	Removal of Pavement	$ 1.00	$ 1,350.00
330	lin.ft.	Removal of Curbs	0.40	132.00
4	only	Removal of Catch Basins	35.00	140.00
900	cu.yds.	Structural Excavation, Unclassified	3.50	3,150.00
3,800	cu.yds.	General Excavation, Unclassified	1.00	3,800.00
1,800	yd.mi.	Truck Haul	0.25	450.00
0.62	mile	Finishing Roadbed and Slopes	1,000.00	620.00
350	lin.ft.	8-inch Sewer Pipe	1.50	525.00
760	lin.ft.	12-inch Sewer Pipe	2.00	1,520.00
1,500	lin.ft.	15-inch Sewer Pipe	2.50	3,750.00
180	lin.ft.	Extra for Installing Pipe Under Pavement	3.00	540.00
5	only	Concrete Manholes	250.00	1,250.00
16	only	Concrete Catch Basins	75.00	1,200.00
2	only	Special Concrete Catch Basins	90.00	180.00
9	only	Adjustment of Manholes	50.00	450.00
7	only	Adjustment of Catch Basins	25.00	175.00
2	only	Adjustment of Lampholes	20.00	40.00
180	cu.yds.	Concrete Curbs	50.00	9,000.00
25	sq.yds.	4-inch Concrete Walks	3.50	87.50
2,700	cu.yds.	3" - 0 Material in Base	2.75	7,425.00
700	cu.yds.	3/4" - 0 Material in Base and Shoulders	3.25	2,275.00
70	M-gal.	Sprinkling	3.00	210.00
110	cu.yds.	3/4" - 0 Material in Binder Course	4.00	440.00
22	tons	RS-2 Emulsified Asphalt in Binder Course and Tack Coat	45.00	990.00
3,400	tons	Class "B" Asphaltic Concrete	8.00	27,200.00
		Subtotal		$66,899.50
		10% Engr. & Cont.		6,689.95
		Total		$73,589.45

Length of Roadway	0.807 Mile
Cost per Mile	$91,188.90

Type Code 6201
Outside City (Sta. 2472+17 to Sta. 2475+50)

400	sq.yds.	Removal of Pavement	$ 1.00	$ 400.00
2	only	Removal of Catch Basins	35.00	70.00
1,000	cu.yds.	General Excavation, Unclassified	1.00	1,000.00
0.06	miles	Finishing Roadbed and Slopes	1,000.00	60.00
400	cu.yds.	3" - 0 Material in Base	2.75	1,100.00
100	cu.yds.	3/4" - 0 Material in Base and Shoulders	3.25	325.00
10	M-gal.	Sprinkling	3.00	30.00
10	cu.yds.	3/4" - 0 Material in Binder Course	4.00	40.00
4	tons	RS-2 Emulsified Asphalt in Binder Course and Tack Coat	45.00	180.00
200	tons	Class "B" Asphaltic Concrete	8.00	1,600.00
		Subtotal		$ 4,805.00
		10% Engr. & Cont.		480.50
		Total		$ 5,285.50

Length of Roadway 0.063 Mile
Cost per Mile $83,896.82

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Inside City of Mt.Angel	$73,589.45	$36,387.00	$37,202.45
Outside City of Mt.Angel	5,285.50	2,613.00	2,672.50
	$78,874.95	$39,000.00	$39,874.95

MT. ANGEL SECTION

PROJECT NO. S-227 (3)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 2, 1953

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1953
FOR FILING
S-227(3)
3869

July 27, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 25, 1953 on Contract No. 3869, Mt. Angel Section, in Marion County, in connection with Federal Aid Project No. S-227 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

cc: John Cattrall

Form E-1

5-327(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 25,1953, 19

Section Mt Angel

Kind of work Grading and Paving

Highway Hillsboro-Silverton

Section prefix 124-1059

Contractor Warren N W Inc

Contract number 3869

Date of contract Feb 18,1953, 19

Date of completion Sept 30,1953, 19

Date work started March 9,1953, 19

Estimated date of completion July 25,1953, 19

Amount of contract . . . . $ 63039.50

Per cent of time elapsed 70 %

Estimated cost of completed project, exclusive of engineering $63039.50

Per cent of contract completed, based on total contract price . . . . 100 99xx %

Engineering cost to date $ 6000, 120 %

Date project was completed 7 - 25, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor worked at finishing roadbed and slopes, Monday, Tues., Wed. used motor grader, truck, 4 laborers.

Poured concrete walks, 3 small pieces, Friday, July 25. Completing all work.

NOTED
FORREST COOPER

NOTED
H. C. SMITH

P P Whitmore

Signed P P Whitmore, Res Engr.

Address Salem, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.68	0.68			0.85
Miles partially completed					
Miles completed					
Total estimated quantities	4800	3910		19T	3500
Estimated quantities moved or placed to date	4600	3910		19T	3500
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	6				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	4					1	
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	1						
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair all week		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING

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S-227(3)

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Files

May 20, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 9, 1953 on Contract No. 3369, Mt. Angel Section, in connection with Federal Aid Project No. S-227 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:tp

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S-397(3)

37-9

March 17, 1953

REGISTERED MAIL

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

Your Contracts Nos. 3863, Divisions I and II Resealing Project on 10 State Highway, 3867, Fremont Junction-Rose Creek Section of the Warner Highway, 3868, Lakeview Section of the Fremont and Klamath Falls-Lakeview Highways, and 3869, the Lakeview (Pine Street North) Section, have been received in this office fully executed.

We are, therefore, returning your certified checks in the amounts of $4,500, $8,500, $4,000 and $400 which you submitted with your proposals on February 18, 1953.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

cc - Accounting Division

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MAR 17 1953
FOR FILING

S-[illegible](2)

3869

March 16, 1953

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3869, which was awarded to you on February 18, 1953 by the State Highway Commission, for grading and paving on the Mt. Angel Section of the Hillsboro Highway in Marion County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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FORM E-30X 25M 11-50 44702

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 9, 1953

SUBJECT:

To: Mr. J. D. Walker
Division Engineer

Mr. E. A. Collier
Maintenance Engineer

Mr. S. H. Probert
Office Engineer

Attached is a conformed copy of a cooperative construction agreement covering the Mount Angel Section (Hillsboro-Silverton Highway) in the City of Mount Angel.

Distribution of copies of this agreement is as follows:

Secretary, Highway Commission	1
City of Mount Angel	1
County and City Relations	1
Division No. 2	2
Maintenance	1
S. H. Probert	1

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange

Robert H. Prange
Office Engineer

RHP:MM
Att.

cc: Mr. G. C. Hester

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FEB 27 1953
FOR FILING

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[illegible]

February 27, 1953

Edward F. Schaecher, City Recorder
City Hall
Mt. Angel, Oregon

MISC. CONTRACTS and
AGREEMENTS No. 1447

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Mt. Angel covering the widening of Main Street (Hillsboro-Silverton Highway) in the City of Mt. Angel.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

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FEB 27 1953
FOR FILING

Salem, Oregon
February 27, 1953

MISC. CONTRACTS and
AGREEMENTS No. 1547

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached is a conformed copy of an agreement with the City of Mt. Angel covering the widening of Main Street (Hillsboro-Silve ton Highway) in the City of Mt. Angel.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Mt. Angel.

Yours very truly,

Secretary

rn
Attach: 1

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FEB 20 1953
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[illegible]

February 19, 1953

Warren Northwest, Inc.
9860 N. E. Hancock Drive
Portland, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contract No. 1869 for grading and paving the Mt. Angel Section of the Hillsboro-Silverton Highway in Marion County. This award was based on your bid of $63,039.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

sl
encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa SIAC

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OREGON DISTRICT

[illegible]

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 18, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 3869 for Oregon Project S-227(3), Mt. Angel Section of the Hillsboro-Silverton Highway, to Warren Northwest, Inc. of Portland, Oregon, low bidder in the amount of $63,039.50 at the February 18, 1953 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
[illegible] 1953

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FEB 23 1953
OREGON
STATE HIGHWAY COMMISSION

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FEB 1953
FOR FILING

69

February 16, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

In reply to your letter of February 13 having reference to Oregon Project S-227 (3), Mount Angel Section, you are advised that provisions have been made for moving the service station at approximate Station 2446 entirely off the right of way.

The City of Mount Angel has entered into an agreement with the State Highway Commission, and among the things to be done by the City is the following:

"City shall, at no cost to State, move or cause to be moved that certain service station located approximately opposite Highway Engineer's Station 2446+25 off the existing highway right of way, and shall not permit said service station to be situated within 10 feet of the highway right-of-way line. The moving of said service station shall be accomplished on or before March 1, 1953."

The service station is suspending operations immediately, and a contract has been prepared for the moving of the station. Based on these facts, we will ask your concurrence in the immediate award of this project if a favorable bid is received on February 18, as all right-of-way matters have been cleared.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm
cc Mr. S. H. Probert

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 13, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed herewith are approved plans and proposal, including special provisions for Oregon Project S-227(3), Mt. Angel Section of the Hillsboro-Silverton Highway.

In connection with the review of P. S. and E. documents it was noted that a service station is shown on sheet 4 of the plans, adjacent to the right-of-way at approximate station 246. We are concerned as to whether the pumps are so located that a vehicle may park within the right-of-way while being serviced. If this condition exists, it will be necessary that we withhold concurrence in award of the contract until we have your assurance that the condition will be corrected.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

Encls.

Copy with encl.
to Mr. Probert

MISC. CONTRACTS and AGREEMENTS No. 1442 "A" 2/17/53

3269

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 13, 1953

SUBJECT: Assignment No. 3996

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

REFERRED TO Glaisyer By Asst. Chief Engineer

Dear Sir:

Herewith three copies of an agreement covering the widening of Main Street (Hillsboro-Silverton Highway) in the City of Mt. Angel. Two copies of this agreement have been signed by the proper city officials and are now ready for presentation to the Highway Commission.

This completes Assignment No. 3996.

Very truly yours,

John W. Cattrall
John W. Cattrall
County & City Relations Engineer

Gen file

AUTHORIZED BY HIGHWAY COMMISSION
DATE Mar. 13+14, 1952 Minute Pages 19496+19508
Secretary

FEB 14 1953

FORM -123 50M REVISED 3-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Feb. 5, 1953

Mr. W. C. Williams
Assistant State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Williams:

Herewith, you will find the original and six copies of the proposed agreement to be entered into by and between the State and the City of Mt. Angel. This agreement covers the widening of that certain street known as Main Street, which is located in Mt. Angel and over which the Hillsboro-Silverton State Highway is routed. Preparation of said agreement was in accordance with your letter of January 29, 1953, to this office.

You will note that there are no plans attached to the said agreements; however, it is my understanding that the County and City Relations Division will attach the same.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J. Reeder
THOMAS J. REEDER
Assistant Attorney

TJR:FRC

RECEIVED
FEB 6 1953
OFFICE OF
STATE HIGHWAY ENGINEER

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S-227(3)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 3, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project S-227(3), Mt. Angel Section of the Hillsboro-Silverton Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Please submit the usual executed copies of easement and encroachment resolutions by the City of Mt. Angel at your earliest convenience.

Yours very truly,

CHPolk
C. G. Polk
District Engineer

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OREGON DISTRICT
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[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 20, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Copy to
Mr. Probert

Dear Sir:

In our letter dated January 7, 1953 we notified you that Item 189, Project S-227 (3), supplement No. 13, Federal-aid Secondary Highway Program was approved effective January 2, 1953 subject to additional comment from our Washington D. C. memorandum to follow.

The following comment from the Acting Commissioner January 2, 1953 memorandum in this matter is furnished for your information.

> "In accordance with the recommendation contained in your memorandum of December 24, 1952, the addition to the above program of Item 189, Project S-227(3), as described in the thirteenth supplemental program list submitted with your memorandum of October 24, 1952, is approved effective January 2, 1953.
>
> This action covers the advancement of Item 189 from Stage 1-A to State 2 of the program. This item which covers Project S-227(3) was included on the State's thirteenth supplemental program list, but in accordance with your recommendation was excepted from approval for Federal participation by our memorandum of November 3, 1952 approving the thirteenth supplemental program pending further investigation and a determination as to the extent that Federal funds should participate in the proposed improvement. In this connection, Division Engineer Lynch questioned the use of 40-foot width pavement in the town of Mt. Angel, since this additional width might be primarily for parking purposes and as such should be appropriately financed with other than Federal-aid secondary funds.
>
> Your current memorandum submits copies of Division Engineer Lynch's memorandum of December 19, District Engineer Polk's memorandum of December 18 and the State's letter of December 17, 1952, explaining the reason for providing 40-foot pavement width through the town of Mt. Angel. This correspondence points out that the

greater portion of this project traverses the business portion of the town where quite extensive culture is involved. It is also shown that a curb and gutter section with full width paving is required to permit satisfactory drainage of surface water to the catch basins and that the use of the additional paved width for parking purposes is secondary to the need for providing adequate drainage. Under the circumstances outlined above, we are willing to accept Project S-227(3) as proposed by the State."

Yours very truly,

C. G. POLK
District Engineer

By REMcMullen
R. E. McMullen
Program and Planning Engineer

RECEIVED
STATE HIGHWAY COMMISSION

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JAN 12 1953
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Const
Fed Aid
Prog & Prog
S 227 (3)

January 7, 1953

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have been advised that Item 189, Project S-227(3), supplement No. 13, Federal-aid Secondary Highway Program was approved effective January 2, 1953.

Additional comment from our Washington, D. C., office relative this project approval will follow.

Very truly yours,

C. G. POLK
District Engineer

By:

R E McMullen
R. E. McMullen
Program and Planning Engineer

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Copy to Mr Prahert

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DEC [illegible] 1952
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December 17, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of December 4, in which you question a 40-foot paved width on Federal-aid Secondary Project S-227 (3), Mount Angel Section of the Hillsboro-Silverton Secondary Highway.

The length of the section to be improved in Mount Angel is 0.68 mile, and the greater portion of this section is through the business portion of the city, with quite extensive culture. There is no manner of controlling the drainage through the city proper except by the installation of curbs and full width paving, which will permit carrying of the drainage water to catch basins, from which the drainage water will be led to the city's sewer system, which has previously been installed. It will, of course, be necessary to install some lateral storm sewer to lead the drainage water to the main city sewers. The assumption that the extra width of paving is to provide for parking lanes is erroneous in this instance, as that is secondary to the need of adequate drainage.

We will much appreciate your reviewing this project, considering the facts as brought out above, to the end that the project may be approved.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:me 1g

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 4, 1952

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our Division Office requests revised cost figures for Item 189, Project S-227(3), Supplement 12, Federal-aid Secondary Highway Program. We are advised that the appropriateness of financing the extraordinary width (40 feet in this instance) in a city with FAS funds (which are for rural travel) has been questioned recently in several states.

It is stated that the desire is that Federal funds be used only in relation to the normal width, as if the city were not being traversed. Additional funds for parking lanes, etc. should be provided by other funds, either State or city.

Please provide us with revised cost figures showing Federal participation with respect to the normal width project, and State or city financing of the extra width items. The latter improvement can then appropriately be recommended.

Very truly yours,

C. G. POLK
District Engineer

By R E McMullen
R. E. McMULLEN
Program & Planning Engineer

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OREGON
STATE HIGHWAY COMMISSION

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OREGON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 13, 1952

NOTED
W. C. WILLIAM

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The following comments relative the November 3 approval of items 184 to 188 inclusive of the Oregon program - Federal-aid Secondary Funds is quoted for your information:

"The projects involving Federal participation from the above funds, as listed in Stage 2 of the thirteenth supplemental program, submitted with your memorandum of October 24, 1952, are approved effective November 3, 1952.

Item 189, Project S-227(3), which the State has included on the Stage 2 program list for this supplement, but which you do not recommend for advancement to Federal participating status at this time is automatically deleted from this Stage 2 list. It is already included in the Stage 1-A part of the program and was indicated as acceptable by our memorandum of October 28, 1952. This item will be retained in Stage 1-A part of the program until you recommend its advancement. General Administrative Memorandum No. 340 provides as follows, - 'Stage 2. This stage shall list only projects which are to be advanced to construction promptly with currently available Federal funds.'

Mt. Angel Project

This supplemental program contains 5 construction projects (Items 184 to 188 inclusive), covering improvements on 32.7 miles of roadway and bridges, at a total estimated cost of $830,000 with Federal-aid Secondary funds requested in the amount of $497,000.

After approval of this submission, the records of this office show the State's unprogrammed balance of Federal-aid secondary funds to be $2,503,564.93.

This submission covers the advancement of Items 184 to 188 inclusive, from Stage 1-A to Stage 2 of the program. These items were designated as acceptable Stage 1-A projects by our memorandum of October 28, 1952.

It is noted that all the projects in this submission are submitted for less than the legal pro rata of Federal financing. Program approval of this submission is therefore given with the understanding that before the starting of work or award of contract a request will be submitted and approved increasing the Federal participation to the full pro rata or the present financing will be accepted by the State as a firm commitment.

With reference to Item 189, Project S-227(3), which has been deleted from the currently submitted program list, we note your comment to the effect that this project should be retained in the Stage 1-A part of the program until a satisfactory agreement has been reached with the State regarding the major design features in question as discussed in your previous memorandum of October 17, 1952."

Your attention is directed to the penultimate paragraph quoted relative pro rata of Federal financing.

Very truly yours,

C. G. POLK
District Engineer

By

R. E. McMULLEN
Program and Planning Engineer

RECEIVED
FOR FILING

OFFICE OF THE RECORDER
THE CITY OF MOUNT ANGEL
Incorporated April 3, 1893

MOUNT ANGEL, OREGON

Const
Proj
Muni
Mt. Angel

October 3, 1952

W. C. WILLIAMS

Mrs. N. G. Mickel
Mt. Angel, Oregon

Dear Mrs. Mickel:

At a recent meeting with the State Highway Department, the Mayor and a committee from the Council were told that the contrast for improving the Highway through Mt.Angel would be let in the near future, and that it will be absolutely necessary to move the Richfield Service Station and pumps from its present location to a point 10 ft. inside the property line as prescribed by the State Law. Said Service Station and Pumps must be moved or dismantled by March 1, 1953 in the interest of public safety.

We trust you will take care of this matter.

Very truly yours,

THE CITY OF MT. ANGEL

Jacob Berchtold
JACOB BERCHTOLD Mayor

Edward F. Schaecher
EDWARD F. SCHAECHER Recorder

c/c : State Highway Department
Salem, Oregon

Richfield Oil Corporation
Seattle 11, Washington

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OREGON
STATE HIGHWAY COMMISSION

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1952
FOR FILING

September 9, 1952

Mr. Edward F. Schaecher, Recorder
City of Mount Angel
Mount Angel, Oregon

Dear Sir:

You have asked for an appointment for a committee from the City Council to meet with me regarding the street widening project in the city of Mount Angel. It would be convenient for me to meet with this committee at 10:00 a.m. (Pacific Standard Time), Monday, September 15. Will you please advise if this date is satisfactory to you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

OFFICE OF THE RECORDER
THE CITY OF MOUNT ANGEL
Incorporated April 3, 1893

MOUNT ANGEL, OREGON

September 4, 1952

W. C. Williams
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I have been instructed to write you requesting an appointment for a committee from the City Council to meet with you in regards to the forthcoming street widening project through the City of Mt. Angel.

Yours very truly,

THE CITY OF MT. ANGEL

Edward F. Schaecher

EDWARD F. SCHAECHER, Recorder

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AU[illegible] 1952
FOR FILING

August 22, 1952

Mr. Jacob Berchtold
Mayor
Mt. Angel, Oregon

Dear Sir:

I promised to advise you when action had been taken on your request for improving that portion of the Hillsboro-Silverton Secondary Highway within the city limits of Mt. Angel.

I am now pleased to advise you that the State Highway Commission, at its meeting on August 19, approved calling for bids on this improvement work early in 1953. The project is estimated to cost $65,000, which funds have been allocated by the Commission subject to concurrence by the Bureau of Public Roads.

As I advised you when you and your delegation appeared before me early in the year, it will be necessary for the City of Mt. Angel to take care of fire hydrants, water mains, utility poles, et cetera. It would be well if your Street Superintendent would start checking into these matters at an early date.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me:lg

RECEIVED
FOR FILING

March 10, 1952

Oregon State Highway Commission

3869

Gentlemen:

A delegation from Mount Angel will appear before you at the meeting on Friday, March 14, with reference to improvement of that portion of the Hillsboro-Silverton Secondary Highway within the city limits of Mount Angel. Mount Angel has been seeking improvement of this city section since 1941 and has on various occasions appeared before the Commission requesting this improvement.

We are planning a project for a letting in April to improve the secondary highway between Woodburn and Mount Angel, but the improvement ends at the Mount Angel city limits. The section through the city of Mount Angel is 0.73 mile in length, and to construct the street section (40 feet between curbs) will cost $63,000, according to survey estimates.

The present highway has a width of 16 to 18 feet, and the gravel shoulders are very difficult to properly drain and to maintain in satisfactory condition. Traffic averages from about 1,300 at the north city limits to 1,800 at the south city limits.

This is a meritorious project, and I recommend that it be given favorable consideration when additional funds are available for allocation to street projects.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. Williams

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FOR FILING

Page 4
Mt. Angel

DELEGATIONS

Date of Meeting March 14

State Highway Commission

NAME	ADDRESS (City or Town)	BUSINESS (Capacity)
Rev. Hildebrand Melchoir, O.S.B.	Mt. Angel	

Commission will be held in Portland on Friday, March 14, 1952 and the meeting place is in the Green Room, first floor, of the Imperial Hotel. I reserved for you fifteen minutes of time starting at 11:00 a.m. on that day which you stated was satisfactory.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

cc: Commissioners
R. H. Baldock

11:00 AM
3/14/52

D

11:00 a.m.

DELEGATIONS

Mt. Angel City Council
Date of Meeting March 14, 1952

State Highway Commission

NAME	ADDRESS (City or Town)	BUSINESS (Capacity)
✓ John Diehl ✓	Mt. Angel	Resident
✓ C. J. Butsch ✓	Mt. Angel	Insurance
✓ Aloys Keber ✓	Mt. Angel	City Treasurer
Phil May ✓	Mt. Angel	City Judge
✓ P. F. Gores ✓	Mt. Angel	St. Committee, Business Men's Club
✓ William Blem ✓	Mt. Angel	City Councilman
✓ L. A. LeDoux ✓	Mt. Angel	" "
✓ O. L. Wellman ✓	Mt. Angel	Businessman
Jacob Berchtold ✓	Mt. Angel	Mayor Lead

Father Hildebrand ✓

As stated, the next regular meeting of the Commission will be held in Portland on Friday, March 14, 1952 and the meeting place is in the Green Room, first floor, of the Imperial Hotel. I reserved for you fifteen minutes of time starting at 11:00 a.m. on that day which you stated was satisfactory.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MBG:mks

cc: Commissioners
R. H. Baldock

11:00 AM
3/14/52

D

Page 2
Mt. Angel (cont.)

DELEGATIONS

Date of Meeting March 14, 1952

State Highway Commission

NAME	ADDRESS (City or Town)	BUSINESS (Capacity)
Carl Mucken ✓	Mt. Angel	Councilman ~~Chairman of St. Committee~~
Bernard Kirsh ✓	" "	Manager, Mt. Angel Farmers Union Warehouse
Joseph Hassler ✓	" "	Water Commissioner
Frank Hettwer ✓	" "	Mgr. Mt. Angel Creamery, ~~Businessmen's Cl~~
S C. Schmitt ✓	" "	Schmitt's Feed & Seed ,Businessmens Club
Louis Schwab ✓	" "	Businessmen's Club
Peter J. Burger ✓	" "	" "
J. H Fournier ✓	" "	Bank Mgr.
E. B. ~~xStober~~ Stolle ✓	" "	Editor & Publisher

Page 3
Mt. Angel, (cont.)

DELEGATIONS

Date of Meeting March 14, 1952

State Highway Commission

NAME	ADDRESS (City or Town)	BUSINESS (Capacity)
William Beyer ✓	Mt. Angel	~~Hardware, Businessmen's Club~~
W. J. Kloft ✓	Mt. Angel	~~Meats & Groceries~~ . Businessmen's Club

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1952
FOR FILING

AGENDA
MAR 14 1952

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Const
Projects
Munic.
Mt. Angel

February 25, 1952

Mr. Jacob Berchtold, Mayor
City of Mt. Angel
Mt. Angel, Oregon

Dear Mr. Berchtold:

This note is simply to confirm the reservation that I made for you when you were in my office a few days ago, to discuss with the Commission at its next meeting the proposed improvement of the State highway through your city.

As stated, the next regular meeting of the Commission will be held in Portland on Friday, March 14, 1952 and the meeting place is in the Green Room, first floor, of the Imperial Hotel. I reserved for you fifteen minutes of time starting at 11:00 a.m. on that day which you stated was satisfactory.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

cc: Commissioners
R. H. Baldock

11:00 AM
3/14/52

D

AGENDA
MAR 14 1952

D

Berchtold mayor
Jacob ~~Brech~~

Jacob Berchtold, Mayor Mt Angel

S. Schmitt
Fred J. Schwab

Louis A. Le Doux
Bernard H. Kirsch
Carl J. [illegible]

LETTER TO [illegible]
DATE 2-25

1941- Requested improvements
made survey & set grades for sidewalk

1949 - met with Comm in Portland

11:00 AM
March 14, 52

D

BFI-324(3) Four Structures, State St.- 1953
Battle Cr. Unit, Salem By-Pass
#3870

BFI-324(3) Four Structures, State St.- 1953
Battle Cr. Unit, Salem By-Pass

#3870

8

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[illegible]

[illegible]

August 1[illegible] 1954

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on August 9 had under discussion your request for an extension of time from May 30 to July 30, 1954 within which to complete your contract No. 3[illegible]70, for constructing four structures on the State Street-Battle Creek Unit, Salem By-Pass Section of the Pacific Highway East in Marion County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. [illegible]. Walker,
Division Engineer

L. L. Jensen,
Resident Engineer

[illegible]. [illegible]. Maxson,
Assistant State Highway Engineer

D

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FOR FILING

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 30, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3878	13-final	TOM LILLEBO	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
15520	R-100569	$ 9,062.67	7/ 29 / 54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: March 31, 1954

Time Extensions: to July 30, 1954 without penalty

Completion Date: June 9, 1954

Date Accepted: Aug. 9, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-12-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By Floyd Query
Assistant Secretary

Warrant Mailed: AUG 12 1954

NOTED ON CARD
8-12-54

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FOR FILING

BFI- 10
[illegible]

July 23, 1954

Glens Falls Indemnity Co.
Pacific Coast Dept.
6th Floor Mills Tower
San Francisco 4, California

Gentlemen:

State highway contract No. 3870 for work on four structures on the State St.- Battle Creek Unit Section of the Salem By-pass Highway in Marion County was completed by the contractor, Tom Lillebo, on June 9, 1954 but has not as yet been accepted by the Commission.

Final payment in the amount of $9,062.67 will be released to the contractor after acceptance by Commission. The total contract amount is $121,695.62, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FH

cc - Glens Falls Indemnity Company
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

7-23-54

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JUL 19 1954
FOR FILING

July 16, 1954

Oregon State Highway Commission

Request for extension of time
No. 3
August 9 and 10 meeting.

Gentlemen:

Re: Four Structures on State Street-
Battle Creek Unit of Salem By-pass
F.A.P. No. SFI-104(3)

Tom Lillebo, contractor for the construction of four structures on the State Street-Battle Creek Unit of the Salem By-pass in Marion County, has requested a second extension of time, from May 30, 1954 to July 30, 1954, in which to complete his contract. A previous extension of time, from the contract completion date of March 31, 1954 to May 30, 1954 was granted.

All work on this contract was completed on June 9, 1954. The overrun of the first extension was caused by the addition of a retaining wall at the northwest corner of the Battle Creek overpass and by a delay of the grading contractor in fine-grading the cut slopes at the Pringle Road overpass.

Since there is no inconvenience to travel and no additional engineering expense, it is recommended that this second extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this extension.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encls.

PMS:gm

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FOR FILING

F1-[illegible]

3870

May 17, 1954

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on May 11, 1954, had under discussion your request for an extension of time from March 31 to May 30, 1954 within which to complete your contract No. 3870, for construction of four structures on the State Street-Battle Creek Unit of the Salem By-pass in Marion County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

W. [illegible]. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Lloyd [illegible], Assistant Secretary

gl

cc: J. D. Walker,
Division Engineer

L. [illegible]. Jensen,
Resident Engineer

[illegible]. S. Paxson,
Assistant State Highway Engineer

NOTED ON CARD

5-17-54

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APR 15 1954
FOR FILING
FI - 324(2)

April 15, 1954

Oregon State Highway Commission

Request for extension of time
No. 3
May 11 and 12 meeting.

Gentlemen:

Re: Four Structures on State Street-Battle
Creek Unit of Salem By-Pass
Contract No. 3870

Mr. Tom Lillebo, contractor for the construction of four structures on the State Street-Battle Creek Unit of the Salem By-Pass, has requested an extension of time from March 31, 1954, the specified completion date, to May 30, 1954, in which to complete this contract.

The grading contractor was supposed to have the roadway excavation at the sites of the Pringle Road Undercrossing and the Battle Creek Grade Separation completed by June 30, 1953. This work was not finished until October 15, 1953, at which time the bridge contractor started work on these two structures. This delay caused him to do most of his work under winter weather conditions.

No additional engineering expense nor public inconvenience will result from this extension. It is recommended that the extension be granted without penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this extension.

Very truly yours,

A. H. Baldock
State Highway Engineer

PMS/ds

Attached

Form PR 2 (Revised 1950)

PR8 914

State Oregon

Federal Aid Bond Issue

Project No. BFI-324(3)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of August, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of February, 1952, a program, which was approved on the 28th day of March, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 4th day of April, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred ninety-five thousand and 00/100 dollars ($195,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.: (Include date and citation of act of legislature by which authorized)

~~(b) From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Mar. 1, 1953	Mar. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 251+75.60 in the SE 1/4, Section 25, T-7-S, R-3-W, W.M. and survey station 536+50 in the SE 1/4, Section 23, T-8-S, R-3-W, W.M., except Stations 253+19.60 to 316+62, 317+62 to 367+45.48, 368+88.52 to 385+58, 386+68 to 389+84.9, 391+34.9 to 406+81.21, 407+81.79 to 431+37.23, and 432+47.23 to 535+10, length 0.189 miles, in Marion County, being Oregon Federal Aid Bond Issue project No. BFI-324(3), consisting of ~~miles of roadway and~~ nine bridges, each of more than 20 feet clear span, 0.0189 ~~of a~~ miles in length, including a highway underpass at Station 486+17.19, plus a box culvert at Station 390+00.7.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred ninety-five thousand and 00/100 dollars ($195,000.00), which does not exceed the authorized Federal pro rata share of three hundred sixteen thousand one hundred fifteen and 80/100 dollars ($316,115.80), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-6

RECEIVED

AUG 17 1953

Oregon State Highway Department

Federal Aid Project
No. BFI-324 (3)

STATE STREET (STRUCTURES)-BATTLE CREEK SECTION OF THE PACIFIC HIGHWAY EAST (SALEM BY-PASS) IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code X221
State Street Overcrossing (Sta. 251+75.60 to 253+19.60) (Contract No. 3707)

240	cu. yds.	Structural Excavation		
10	cu. yds.	Structural Excavation Below Elevation Shown	$ 7.00	$ 1,680.00
320	cu. yds.	Class "A" Concrete	15.00	150.00
77,000	lbs.	Metal Reinforcement	60.00	19,200.00
			0.105	8,085.00
				$ 29,115.00

Type Code X021
Mill Creek Bridge (Sta. 367+45.48 to 368+88.52) (Contract No. 3707)

All Required		Shoring, Cribbing, Etc.		
360	cu. yds.	Structural Excavation		$ 4,000.00
10	cu. yds.	Excavation Below Elevation Shown	$ 7.00	2,520.00
310	cu. yds.	Class "A" Concrete	15.00	150.00
72,000	lbs.	Metal Reinforcement	62.00	19,220.00
			0.105	7,560.00
				$ 33,450.00

Type Code X221
Market Road No. 56 (Sta. 406+81.21 to 407+81.79) (Contract No. 3707)

All Required		Grading of Market Road 56		
240	cu. yds.	Structural Excavation		$ 500.00
10	cu. yds.	Excavation below Elevation Shown	$ 7.00	1,680.00
1,720	lin. ft.	Furnish Treated Piling	10.00	100.00
64	only	Drive Piles	1.90	3,268.00
230	cu. yds.	Class "A" Concrete	40.00	2,560.00
47,000	lbs.	Metal Reinforcement	60.00	13,800.00
			0.105	4,935.00
				$ 26,843.00

Type Code X221
Turner Road Overcrossing (Sta. 385+58 to 386+68) (Contract No. 3710)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
330	cu. yds.	Structural Excavation	$ 5.00	1,650.00
10	cu. yds.	Excavation below Elevation Shown	10.00	100.00
260	cu. yds.	Class "A" Concrete	60.00	15,600.00
56,000	lbs.	Metal Reinforcement	0.10	5,600.00
				$ 24,950.00

Type Code X121
Southern Pacific Main Line Overcrossing (Sta. 389+34.9 to 391+34.9)
(Contract No. 3710)

All Required		Shoring, Cribbing, Etc.		$ 5,000.00
300	cu. yds.	Structural Excavation	$ 5.00	1,500.00
10	cu. yds.	Excavation below Elevation Shown	10.00	100.00
340	cu. yds.	Class "A" Concrete	60.00	20,400.00
76,000	lbs.	Metal Reinforcement	0.10	7,600.00
				$ 34,600.00

Concrete Box Culvert (Sta. 390+00.7) (Contract No. 3710)

40	cu. yds.	Structural Excavation	$10.00	$ 400.00
94	cu. yds.	Class "A" Concrete	60.00	5,640.00
18,000	lbs.	Metal Reinforcement	0.10	1,800.00
				$ 7,840.00

Type Code X021
Mill Creek Overflow Bridge (Sta. 316+62 to Sta. 317+62) (Contract No. 3870)

200	cu. yds.	Structural Excavation	$10.00	$ 2,000.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
200	cu. yds.	Class "A" Concrete	60.00	12,000.00
45,000	lbs.	Metal Reinforcement	0.105	4,725.00
				$ 18,875.00

Type Code X221
Boone Road Overpass (Sta. 431+37.23 to Sta. 432+47.23) (Contract No. 3870)

520	cu. yds.	Structural Excavation	$11.00	$ 5,720.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
340	lin. ft.	Furnish Treated Piling	2.00	680.00
10	only	Drive Piles	60.00	600.00
260	cu. yds.	Class "A" Concrete	62.00	16,120.00
53,000	lbs.	Metal Reinforcement	0.105	5,565.00
90	lin. ft.	6-inch Metal Drain Pipe	2.00	180.00
				$ 29,015.00

Type Code X721
Pringle Road Undercrossing (Sta. 436+17.19)

290	cu. yds.	Structural Excavation	$ 7.00	$ 2,030.00
10	cu. yds.	Excavation below Elevation Shown	20.00	200.00
400	lin. ft.	Furnish Treated Piling	2.00	800.00
16	only	Drive Piles	50.00	800.00
540	cu. yds.	Class "A" Concrete	60.00	32,400.00
124,000	lbs.	Metal Reinforcement	0.105	13,020.00
360	sq. yds.	Concrete Slab Riprap	5.00	1,800.00
50	lin. ft.	6-inch Metal Pipe	2.00	100.00
				$ 51,150.00

Type Code X221
Battle Creek Grade Separation (Sta. 535+10 to Sta. 536+50)

110	cu. yds.	Structural Excavation	$ 7.00	$ 770.00
10	cu. yds.	Excavation below Elevation Shown	10.00	100.00
1,300	lin. ft.	Furnish Treated Piling	1.90	2,470.00
52	only	Drive Piles	45.00	2,340.00
290	cu. yds.	Class "A" Concrete	60.00	17,400.00
62,000	lbs.	Metal Reinforcement	0.105	6,510.00
360	sq. yds.	Concrete Slab Riprap	5.00	1,800.00
50	lin. ft.	6-inch Metal Drain Pipe	3.00	150.00
			Subtotal	$287,378.00
			10% Engr. & Cont.	28,737.80
				$ 31,540.00
			Total	$316,115.80

Length of Structures 0.189 mile

Federal Funds- $195,000.00
State Funds- 121,115.80

$316,115.80

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 529, laws 1951.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. RFI-324 (3)

STATE STREET (STRUCTURES)-BATTLE CREEK SECTION OF THE PACIFIC HIGHWAY EAST (SALEM BY-PASS) IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 2, 1953

Type Code X221
State Street Overcrossing (Sta. 251+75.60 to 253+19.60) (Contract No. 3707)

240 cu. yds.	Structural Excavation	$ 7.00	$ 1,680.00
10 cu. yds.	Structural Excavation below Elevation shown	15.00	150.00
320 cu. yds.	Class "A" Concrete	60.00	19,200.00
77,000 lbs.	Metal Reinforcement	0.105	8,085.00
			$ 29,115.00

Type Code X021
Mill Creek Bridge (Sta. 367+45.48 to 368+38.52) (Contract No. 3707)

All Required	Shoring, Cribbing, Etc.		$ 4,000.00
360 cu. yds.	Structural Excavation	$ 7.00	2,520.00
10 cu. yds.	Excavation below Elevation shown	15.00	150.00
310 cu. yds.	Class "A" Concrete	62.00	19,220.00
72,000 lbs.	Metal Reinforcement	0.105	7,560.00
			$ 33,450.00

Type Code X221
Market Road No. 56 (Sta. 406+81.21 to 407+81.79) (Contract No. 3707)

All Required	Grading of Market Road 56		$ 500.00
240 cu. yds.	Structural Excavation	$ 7.00	1,680.00
10 cu. yds.	Excavation below Elevation shown	10.00	100.00
1,720 lin. ft.	Furnish Treated Piling	1.90	3,268.00
64 only	Drive Piles	40.00	2,560.00
230 cu. yds.	Class "A" Concrete	60.00	13,800.00
47,000 lbs.	Metal Reinforcement	0.105	4,935.00
			$ 26,843.00

Type Code X221
Turner Road Overcrossing (Sta. 335+58 to 386+68) (Contract No. 3710)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
330	cu. yds.	Structural Excavation	$ 5.00	1,650.00
10	cu. yds.	Excavation below Elevation shown	10.00	100.00
260	cu. yds.	Class "A" Concrete	60.00	15,600.00
56,000	lbs.	Metal Reinforcement	0.10	5,600.00
				$ 24,950.00

Type Code X121
Southern Pacific Main Line Overcrossing (Sta. 389+34.9 to 391+34.9)
(Contract No. 3710)

All Required		Shoring, Cribbing, Etc.		$ 5,000.00
300	cu. yds.	Structural Excavation	$ 5.00	1,500.00
10	cu. yds.	Excavation below Elevation shown	10.00	100.00
340	cu. yds.	Class "A" Concrete	60.00	20,400.00
76,000	lbs.	Metal Reinforcement	0.10	7,600.00
				$ 34,600.00

Concrete Box Culvert (Sta. 390+00.7) (Contract No. 3710)

40	cu. yds.	Structural Excavation	$10.00	$ 400.00
94	cu. yds.	Class "A" Concrete	60.00	5,640.00
18,000	lbs.	Metal Reinforcement	0.10	1,800.00
				$ 7,840.00

Type Code X021
Mill Creek Overflow Bridge (Sta. 316+62 to Sta. 317+62)

200	cu. yds.	Structural Excavation	$10.00	$ 2,000.00
10	cu. yds.	Excavation below Elevation shown	10.00	100.00
200	cu. yds.	Class "A" Concrete	65.00	13,000.00
45,000	lbs.	Metal Reinforcement	0.11	4,950.00
				$ 20,050.00

Type Code X221
Boone Road Overpass (Sta. 431+37.23 to Sta. 432+47.23)

520	cu. yds.	Structural Excavation	$ 7.00	$ 3,640.00
10	cu. yds.	Excavation below Elevation shown	10.00	100.00
340	lin, ft.	Furnish Treated Piling	1.50	510.00
10	only	Drive Piles	60.00	600.00
260	cu. yds.	Class "A" Concrete	65.00	16,900.00
53,000	lbs.	Metal Reinforcement	0.11	5,830.00
90	lin. ft.	6-inch Metal Drain Pipe	3.00	270.00
				$ 27,850.00

Type Code X721
Pringle Road Undercrossing (Sta. 436+17.19)

290	cu. yds.	Structural Excavation	$ 7.00	$ 2,030.00
10	cu. yds.	Excavation below Elevation shown	10.00	100.00
400	lin. ft.	Furnish Treated Piling	1.50	600.00
16	only	Drive Piles	60.00	960.00
540	cu. yds.	Class "A" Concrete	65.00	35,100.00
124,000	lbs.	Metal Reinforcement	0.11	13,640.00
360	sq. yds.	Concrete Slab Riprap	7.00	2,520.00
50	lin. ft.	6-inch Metal Pipe	3.00	150.00
				$ 55,100.00

Type Code X221
Battle Creek Grade Separation (Sta. 535+10 to Sta. 536+50)

110	cu. yds.	Structural Excavation	$ 7.00	$ 770.00
10	cu. yds.	Excavation below Elevation shown	10.00	100.00
1,300	lin. ft.	Furnish Treated Piling	1.50	1,950.00
52	only	Drive Piles	60.00	3,120.00
290	cu. yds.	Class "A" Concrete	65.00	18,850.00
62,000	lbs.	Metal Reinforcement	0.11	6,820.00
360	sq. yds.	Concrete Slab Riprap	7.00	2,520.00
50	lin. ft.	6-inch Metal Drain Pipe	3.00	150.00
				$ 34,280.00

Subtotal	$294,078.00
10% Engr. & Cont.	29,407.80
Total	$323,485.80

Length of Structures 0.189 Mile

Federal Funds- -	$200,000.00
State Funds- -	123,485.80
	$323,485.80

STATE STREET (STRUCTURES) BATTLE CREEK SECTION

PROJECT NO. BFI-324 (3)

While negotiations are in progress, one parcel has not been acquired nor has the agreement with the Southern Pacific Company concerning encroachment of the overcrossing structure on their property been secured but it is now believed that all necessary rights of way or rights of entry will be made fully available with in sixteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

April 4, 1952

RNC

STATE STREET-BATTLE CREEK SECTION (STRUCTURES)

PROJECT NO. BFI-324 (3)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 2, 1953

Oregon State Highway Department Federal Aid Project No. BFI-324 (3)

STATE STREET (STRUCTURES)-BATTLE CREEK SECTION OF THE PACIFIC HIGHWAY EAST (SALEM BY-PASS) IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 2, 1952

Type Code X221
State Street Overcrossing (Sta. 251+75.60 to 253+19.60)

240	cu. yds.	Structural Excavation	$10.00	$ 2,400.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
320	cu. yds.	Class "A" Concrete	62.50	20,000.00
77,000	lbs.	Metal Reinforcement	0.11	8,470.00
				$ 30,970.00

Type Code X021
Mill Creek Bridge (Sta. 367+45.48 to 368+88.52)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
360	cu. yds.	Structural Excavation	$10.00	3,600.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
310	cu. yds.	Class "A" Concrete	62.50	19,375.00
72,000	lbs.	Metal Reinforcement	0.11	7,920.00
				$ 32,995.00

Type Code X221
Market Road No. 56 (Sta. 406+81.21 to 407+81.79)

All Required		Grading of Market Road 56		$ 400.00
240	cu. yds.	Structural Excavation	$10.00	2,400.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
1,720	lin. ft.	Furnish Treated Piling	1.60	2,752.00
64	only	Drive Piles	50.00	3,200.00
230	cu. yds.	Class "A" Concrete	62.50	14,375.00
47,000	lbs.	Metal Reinforcement	0.11	5,170.00
				$ 28,397.00

Type Code X221
Turner Road Overcrossing (Sta. 385+58 to 386+68)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00

330	cu. yds.	Structural Excavation	$10.00	$ 3,300.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
260	cu. yds.	Class "A" Concrete	62.50	16,250.00
56,000	lbs.	Metal Reinforcement	0.11	6,160.00
				$ 27,810.00

Type Code X121
Southern Pacific Main Line Overcrossing
(Sta. 389/84.9 to 391/34.9)

All Required		Shoring, Cribbing, Etc.		$ 2,000.00
300	cu. yds.	Structural Excavation	$10.00	3,000.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
340	cu. yds.	Class "A" Concrete	62.50	21,250.00
76,000	lbs.	Metal Reinforcement	0.11	8,360.00
				$ 34,710.00

Concrete Box Culvert (Sta. 390/00.7)

40	cu. yds.	Structural Excavation	$10.00	$ 400.00
94	cu. yds.	Class "A" Concrete	60.00	5,640.00
18,000	lbs.	Metal Reinforcement	0.11	1,980.00
				$ 8,020.00

Subtotal	$162,902.00
10% Engr. & Cont.	16,290.20
Total	$179,192.20

Length of Structures 0.121 mile

Federal Funds	$111,000.00
State Funds	68,192.20
	$179,192.20

RECEIVED
MAR 17 1953
FOR FILING

Y-F1-234(2)

March 16, 1953

Mr. Tom Lillebo

Reedsport, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3870, which was awarded to you on February 18, 1953 by the ~~State~~ Highway Commission, for constructing four structures on State St.-Battle Creek Unit of Salem By-pass Section in Marion County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FEB 20 1953
FOR FILING

[illegible]

3870

February 19, 1953

Tom Lillebo
Reedsport, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contract No. 3870 for construction of four structures on the State Street-Battle Creek Unit of the Salem By-pass in Marion County. This award was based on your bid of $130,580.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

al
encl.
cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa SIAC

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-324(3)

3870

February 18, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 3870 for Oregon Project BFI-324(3), State Street-Battle Creek (Structures) Unit, Salem By-pass Section of the Pacific Highway East, to Tom Lillebo of Reedsport, Oregon, low bidder in the amount of $130,580.00 at the February 18, 1953 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
FEB 23 1953
OREGON
STATE HIGHWAY COMMISSION

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-[illegible]

[illegible]

February 3, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project BFI-324(3), State Street (Structures) Battle Creek Unit of the Salem By-Pass Pacific Highway East, have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Yours very truly,

C G Polk
C. G. Polk
District Engineer

RECEIVED

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 18, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The State-railroad agreements, dated April 22, 1952, covering grade separations at intersections of the Southern Pacific Company tracks on Projects BFI-324(2) and BFI-324(3), Salem By-pass, have been reviewed by the Division Office and appear satisfactory.

However, they provide for only $100,000/$200,000 limits for property damage insurance, while the special provisions for both contracts require the contractor to furnish such insurance with $200,000/$400,000 limits. We cannot recommend the excess premiums, paid for the higher limits, for Federal participation. A determination should be made prior to preparation of the project agreement of the premium amount involved in each case so that the participating costs of the projects can be reduced accordingly.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

Copy to Paxson.

NOTED
W. C. WILLIAMS

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1952
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-[illegible]

[illegible]

April 4, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-324(3), State Street (Structures) Battle Creek Unit, Salem By-pass Section of the Pacific Highway East, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending receipt of advice that all rights of way or rights of entry have been acquired.

Yours very truly,

C G Polk
C. G. Polk
District Engineer

BFI-323(2) 102nd Ave. Overcrossing Re- 1953
UI-323(3) construction on the Banfield
#3871 Expressway.

RECEIVED
AUG - - 1955
FOR FILING

[illegible]
[illegible]
3871

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1955

SUBJECT:

To:

MEMORANDUM TO THE FILES:

A conference was held in this office today between officials of Gibbons & Reed Company and Highway Department engineers relative to claims of Gibbons & Reed Company on two separate contracts, one being the 42nd Avenue to 92nd Avenue Section and the other the 92nd Avenue to Fairview Section, both on the Banfield Expressway. Representing Gibbons & Reed Company were A. V. Toolson, District Manager, and Superintendent Bowman. Representing the State Highway Department were W. C. Williams, G. S. Paxson, Forrest Cooper, A. G. Skelton, and Resident Engineer M. J. Merrin.

In the matter of the 42nd to 92nd Avenue project their claim was relative to a very material underrun in both long and short overhaul, which drastically affected the distribution of quantities and resulted in a different plan of operation than had been contemplated originally. The entire project underran more than $100,000, of which approximately $30,000 was an underrun on haul quantities. After considerable discussion it was agreed that the entire claim for change in plans, underrun of various quantities, and necessary changes in operations would be allowed in the amount of $15,500 as total settlement. The necessary Price Agreement is being prepared.

On the 92nd Avenue-Fairview Section, Gibbons & Reed had presented a claim in the amount of $65,235.23, alleging such amount to be the cost of delays by reason of noncompletion of various structures under contract to other contractors throughout the length of the project. My opinion, as expressed to the Gibbons & Reed representatives, was that this claim was without basis of foundation and that it should be rejected in its entirety. This was concurred in by Paxson, Cooper, Skelton, and Merrin, with the result that Gibbons & Reed representatives were advised that this claim was rejected in its entirety and that we could see no basis for compromise, in that if any portion of the claim were allowed the entire amount would be open to further discussion. The conference ended with our flat rejection for the consideration of any portion of the $65,235.23 claim.

W. C. Williams

NOTED
State Highway Engineer

WCW:me
cc Mr. R. H. Baldock
Mr. G. S. Paxson
Mr. Forrest Cooper
Mr. A. G. Skelton

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1955

SUBJECT:

To: Mr. Robert L. May, Jr.
Assistant Counsel
Office

Dear Mr. May:

I have in compliance with your request of July 27th made a study of the Gibbons & Reed claim for damages due to States allodgedly causing delay in completion of project and subject to premises hereinafter indicated recommend that this claim for damages be rejected although recognizing that State is responsible for damages arising out of any delay occasioned contractor due to non use of Halsey Street overcrossing.

An analysis of the fact situation as represented indicates that this claim for damages is based upon the contractor's contention that they were forced to shut down for four months from November 1953 to February of 1954 due to noncompletion of 102nd Street reconstruction, Halsey Street reconstruction, 122nd Avenue-Arata Road structures, Cereghino overcrossing and 92nd Street Interchange.

There is no indication in the fact situation that indicates that contractor was delayed or claims to have been delayed by noncompletion of any of the above indicated structures other than Halsey Street overcrossing, the 148th Street overcrossing, Cereghino overcrossing and the noncompletion of Birdsdale Road. For reasons to be hereinafter set forth a discussion of liability in length need not be had for delay arising out of the noncompletion of any of the projects above indicated other than the Halsey Street overcrossing. (See pages 26-27 special provisions).

The structures other than the one indicated were in a state of noncompletion due to no fault of State. The contractors for those structures were not under the control of State. Other than the assessment of penalty for engineering overrun State had no recourse,

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1955

SUBJECT:

To: Mr. Robert L. May, Jr.
Assistant Counsel
Office

Dear Mr. May:

I have in compliance with your request of July 27th made a study of the Gibbons & Reed claim for damages due to States alledgedly causing delay in completion of project and subject to premises hereinafter indicated recommend that this claim for damages be rejected although recognizing that State is responsible for damages arising out of any delay occasioned contractor due to non use of Halsey Street overcrossing.

An analysis of the fact situation as represented indicates that this claim for damages is based upon the contractor's contention that they were forced to shut down for four months from November 1953 to February of 1954 due to noncompletion of 102nd Street reconstruction, Halsey Street reconstruction, 122nd Avenue-Arata Road structures, Cereghino overcrossing and 92nd Street Interchange.

There is no indication in the fact situation that indicates that contractor was delayed or claims to have been delayed by noncompletion of any of the above indicated structures other than Halsey Street overcrossing, the 148th Street overcrossing, Cereghino overcrossing and the noncompletion of Birdsdale Road. For reasons to be hereinafter set forth a discussion of liability in length need not be had for delay arising out of the noncompletion of any of the projects above indicated other than the Halsey Street overcrossing. (See pages 26-27 special provisions).

The structures other than the one indicated were in a state of noncompletion due to no fault of State. The contractors for those structures were not under the control of State. Other than the assessment of penalty for engineering overrun State had no recourse,

under the fact situation. This assessment of penalty was duly made in these instances meriting said action. In instance of all structures excepting the one indicated, i.e., the Halsey Street Overcrossing, the contract was duly let and work could have progressed under normal conditions so as not to cause any impediment to work of claimant. State is not a guarantor of the work progress of contractors building roads or structures for State. This factor is recognised by the general contract provision indicating responsibility for delays to be upon the contractor causing such delay. See Sec. 5-12 General Provisions, Page 10, Gibbons & Reed Contract. State would not be responsible for nonperformance of others without assuming said responsibility. 13 C.J. Contracts Sec. 712, Pg. 639, et seq. No duty on part of insisting upon or supplying a definite use date existed under the present contract as applicable to the structure contracts. Hence State is not responsible for delivering use of structures at any fixed period. One is not responsible for the independent acts of another. 13 C.J. Sec. 63, et seq. Pg. 271.

The delay, if any, occasioned solely by the noncompletion of the Halsey Street reconstruction posits another question. The Highway Department indicated a use date of November 30, 1953, upon the Halsey Overcrossing project, whereas in fact the contract for this project was not awarded until December 14, 1953. The original time of completion of the Gibbons & Reed Contract was April 30, 1954.

The contract was entitled to depend upon the use date indicated in the specifications given herein at the time of entering into contract insofar as it was within the State's power to bring this use status into being. The contractor would have no occasion to enter into any agreement or state of affairs involving Multnomah County's moving for a widening of the deck of the overcrossing in question, however well taken the motif might have been for so widening the structure. Responsibility, or knowledge of the delay occasioned would not be imputable to contractor.

Delay caused by the adverse party is a breach of contract by the adverse party rendering him liable in damages. A party who being prevented by the fault of the adverse party from completing the contract in the time stipulated has an action for damages occasioned by the delay. 12 Am. Jur. Sec. 351, Pg 950-960; 12 Am. Jur. Sec. 721, Pg. 647, et seq.

Under contract to furnish stone for a building, including the sawing and dressing required, a contractor was allowed to recover damages for enforced suspensions of, and delays in, the work by the other party arising out of doubts of the desirability of completing the building with stone, and of the site this delay was occasioned by an examination of the foundation of the stone by several commissions. Guerine Stone Co. v. P.J. Corlin Construction Co. 240 U.S. 264, 60 Lawyers Ed. 636.

Where a contractor with the Government completed the job under the contract, reserving the right to claim damages due to long delays occasioned by the Government's failure to perform its part and actions for damages occasioned solely by the delay of the Government was valid. U.S. v. Wyckoff Pipe & Creosoting Co. 271 U.S. 2[illegible], 70 LE 938.

One who contracts for the performance of labor upon his property to be completed upon a day certain, and obligates himself to furnish the necessary materials and/or prepares the property for the performance of the work is liable to the contractor for the value of any services he performs and for any loss sustained by him if he is delayed beyond the time specified in the performance of the work by the default of the owner. Ind. Northern Traction Co. v. Brennan 174 Ind. 1-87 N.E. 215-30 LRA NS 85.

In this particular instance the fact that contractor was delayed by the failure of State to award the contract for the Halsey Street Overcrossing until December 14, 1953 is far from certain; without exploring the ramifications of whether this was the sole cause of contractor's delay. The contention of the contractor that his machinery was idle during the four months period solely because of not being able to have access and use of this structure is refuted by the fact that it was winter season and that the material was too wet to allow working.

The engineer's weekly report indicates an orderly preparation for the winter close down.

It is also the considered opinion of the engineering department that Gibbons & Reed had access way to all sections of the roadway excepting the main line roadway immediately under the structure during the entire year of 1953; and that save for this short segment, that no delay could have been occasioned.

Based upon the fact that it appears that the winter season would have occasioned a shut down in any event and that Gibbons & Reed were,

should we say, somewhat derelict in their duty of vigorously prosecuting work to the best of their ability under the conditions existing, I would advise that their claim for damages in the sum of 365,235.22 be denied. While there is danger in the State's failure to award the Halsey Street contract in a timely manner, it is doubtful from the fact situation that any portion of the alleged damage can be trased to State's failure to act in awarding the Halsey Street contract.

Yours very truly,

James B Daniels

JAMES B. DANIELS
Assistant Attorney

JBD:br

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1955

SUBJECT: Gibbons & Reed claim
Contract No. 3807

To: Mr. W. C. Williams
Deputy State Highway Er
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

You recently requested the advice of this office with respect to the claim of Gibbons & Reed under the above contract. I am attaching hereto a copy of a letter from Mr. James B. Daniels, Assistant Attorney, concerning the problem. You will note that Mr. Daniels concludes that Gibbons & Reed Company has no valid basis for a claim against the State with the possible exception of damages resulting from the failure of the State to call for bids for the construction of the Halsey Street Overcrossing. Whether there is any basis for claim for damages occurring as a result of this incident will depend largely upon the factual question of whether or not failure to call for bids at an early date actually delayed Gibbons & Reed Company.

I am returning herewith your file concerning the matter, together with the Office Copy of Contract No. 3807 and the General Files concerning that contract.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk

RECEIVED
JUL 29 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26, 1955

SUBJECT: Gibbons & Reed claim
Contract No. 3807

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams

Attached hereto is the claim of Gibbons & Reed in the amount of $65,235.23 covering alleged costs of delay by reason of noncompletion of structural projects within the limits of the grading project from 92nd Avenue to Fairview on the Banfield Expressway. Also attached are reports from Mr. Cooper, Mr. A. G. Skelton, Mr. Don and Mr. J. T. Skelton.

Gibbons & Reed allege that they were forced to shut down during the four months from November 1953 to February 1954 solely because of the noncompletion of the structures. There are five structural contracts involved: 102nd Avenue Reconstruction, Halsey Street Reconstruction, 122nd Avenue-Arata Road Structures (122nd Avenue, 148th Avenue, 162nd Avenut, Rockwood Road and Birdsdale Road), Cereghino Overcrossing, and 92nd Avenue Interchange.

Gibbons & Reed make quite a point of the fact that, although their contract gives an expected date of November 30, 1953 for the Halsey Street Reconstruction to be usable, the work was not started until five months after that date. Actually the contract for the Halsey Street project was awarded December 14, 1953 and work started January 4, 1954. The starting of this project was delayed for two reasons: Halsey Street could not be closed to traffic until 102nd Avenue was opened. Traffic was routed over 102nd Avenue on December 31, 1953. The Halsey Street structure was redesigned and widened to a three-lane structure at the request of Multnomah County. Gibbons & Reed had the use of a roadway under the old east approach during the entire year of 1953. Their only delay was in the widening of the main-line roadway immediately under the structure. The old east approach was completely removed by March 8, 1954 and Gibbons & Reed could have made the excavation at any time after that date. They did not start this excavation until May 18, 1954, over two months after the site was available. This delay seriously inconvenienced Young & Smith, the structural contractor.

The Gibbons & Reed contract did not include the backfilling of any of the structures in the 92nd Avenue-Fairview structural contract. They had a passage way around or over these structures at all times. There is no apparent reason why noncompletion of the structures should have delayed their work.

The work on the Cereghino Overcrossing project, under contract to Carl M. Halvorson, Inc., was not far enough along to allow the completion of the backfill by Gibbons & Reed on the expected date of November 30, 1953. The State did make every effort to expedite this work. Halvorson did shut the job down on December 14, 1953 and did not resume work until February 15, 1954. The weather during this time was unfavorable with rain, sleet and ice which Halvorson claimed created too dangerous a condition to allow men to work on the high falsework. Falsework was removed and the site was available for backfilling on April 30, 1954. It became evident in the fall of 1953 that the overcrossing would not be ready for backfilling by November 30, 1953. In order to accommodate Gibbons & Reed as much as possible, the State executed a price agreement with Halvorson under which he moved all of his construction materials and equipment from the east end of the structure so that the embankment could be made up to the footings of the end bents. This cost the State $791.23. The haul-road trestle was in place and Gibbons & Reed had access to all their work except approximately 65 linear feet of embankment at the east end of the structure.

The fifth structural project in this section is the 92nd Avenue Interchange. Contract for this structure was awarded to United Builders, Inc., on January 22, 1953. The contractor was ready to start work on March 3, 1953, but could not do so because Gibbons & Reed had not done the grading at the site although their contract listed that grading as one of the items to be done at an early date to facilitate the structural work. The structural contractor was held up on his job until August 4, 1953.

The records show that, except for the short section of fill at the east end of the Cereghino Overcrossing and the cut through the east approach of the Halsey Street job, no delay was caused to Gibbons & Reed.

The specifications for the Gibbons & Reed contract specifically list November 30, 1953 as the "expected date" when the bridges will be usable. We also wrote the following into the contract: "Noncompletion of the other work within the expected time will not, however, relieve the contractor of his obligation to complete specified under the contract. Neither will such noncompletion entitle him to extra compensation of any kind." This would seem to be ample warning that no guarantee of any kind was given of the completion of the structures by that date. The delays that occurred were not foreseeable by the State when the Gibbons & Reed contract was drawn. We could not anticipate that the County would ask the complete redesign of the Halsey Street job to provide three lanes of traffic, nor could we anticipate the unsatisfactory progress made by Halvorson at Cereghino. We did not approve the shuting down of work and did everything we could to get him to continue work. Under the contract our only course was to assess engineering costs for the overrun in time against him, which we did.

Even had these jobs been "usable" by November 30, 1953. Gibbons & Reed could not have finished their work by April 30, 1954. The statement in their claim that they worked their equipment through the previous winter of 1952-53 is erroneous. In Mr. Don's report he states that, "No grading

was done from the 23rd day of December 1952 until the first week of April 1953." The winter of 1953-54 was a more unfavorable winter than the previous one.

It is unfortunate that the construction schedules on the structures were not met, but even had they been met Gibbons & Reed would have been shut down for a considerable period during the winter because the material was too wet to move. The contract did not guarantee the structural completion dates and specifically warned the contractor that he would not receive extra compensation in case they were not ready. The State did all that it could reasonably do to push the structures along, and the delays could not have been anticipated by the State when Gibbons & Reed were awarded the contract. I can find no legal obligation to allow any part of this claim, nor do the facts indicate that the job could have been completed during the winter of 1953-54 had the structures been ready. I recommend that the claim be denied.

Very truly yours,

G S Paxson

G. S. Paxson

GSP:gm
Attach.
cc Mr. Forrest Cooper

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons and Reed
Cereghino Overcrossing of
U. P. Railroad, Contract 3878

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

[illegible]
W. C. WILLIAMS

Dear Sir:

In regard to your request for dates on the Cereghino Overcrossing, Contract No. 3878, Carl M. Halvorson, Inc., contractor, I have the following to report.

Contract No. 3878 was awarded February 26, 1953. The contract had a stipulated date of completion of April 30, 1954.

Work under this contract was not started until June 3, 1953, or slightly over three months after the award. Weather and difficult access conditions were probably the contractor's reason for such a late start. For a 28-week period of active construction through December 14, 1953, an average crew of 24 men were employed. During this period all retaining walls were poured. The north or westbound structure was poured to the top of the roadway curbs, footings were poured, columns were poured above the ground surface, stripped and backfilled on the south or eastbound structure. The falsework wedges were slacked under the beam bottoms of the north structure. Then, presumably due to inclement weather, no further construction activities were carried out until February 15, 1954.

During the period of inactivity, all key personnel were moved to Bandon on the Bullards Ferry Bridge where construction activities were carried on under weather conditions that could not have been more favorable than at Cereghino.

To expedite Gibbons and Reed's work, Price Agreement No. 3 was entered into between the State and Carl M. Halvorson on September 21, 1953, to move stockpiled material from the bridge site to make room for additional embankment material between the east end of the haul road bridge and the east end of the Cereghino Overcrossing. This was at an expense of $791.23 to the State to expedite the grading contractor's work. With

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons and Reed
Cereghino Overcrossing of
U. P. Railroad, Contract 3878

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

[illegible]
W. C. WILLIAMS

Dear Sir:

In regard to your request for dates on the Cereghino Overcrossing, Contract No. 3878, Carl M. Halvorson, Inc., contractor, I have the following to report.

Contract No. 3878 was awarded February 26, 1953. The contract had a stipulated date of completion of April 30, 1954.

Work under this contract was not started until June 3, 1953, or slightly over three months after the award. Weather and difficult access conditions were probably the contractor's reason for such a late start. For a 28-week period of active construction through December 14, 1953, an average crew of 24 men were employed. During this period all retaining walls were poured. The north or westbound structure was poured to the top of the roadway curbs, footings were poured, columns were poured above the ground surface, stripped and backfilled on the south or eastbound structure. The falsework wedges were slacked under the beam bottoms of the north structure. Then, presumably due to inclement weather, no further construction activities were carried out until February 15, 1954.

During the period of inactivity, all key personnel were moved to Bandon on the Bullards Ferry Bridge where construction activities were carried on under weather conditions that could not have been more favorable than at Cereghino.

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this order it was possible for the grading contractor to make a large part of his fill and to stockpile a large part of the remaining dirt needed.

The last of the deck slab was poured on the south structure on April 23, 1954.

On April 28, 1954, all of the curb on the south structure was poured and half of the handrail on the north structure. On April 30th, the falsework and beam forms had been removed from the three east spans, and this end of the bridge was ready for the grading contractor to place his roadbed embankment. On June 1, all concrete was in place. By July 14, 1954, all work was completed except for removal of the haul road bridge.

July 26 through August 20 was utilized in removing the haul road bridge and cleaning up the site.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
July 25, 1955

SUBJECT: Gibbons & Reed's Claim
Data on 92nd Avenue Traffic
Interchange
United Builders, Inc., Contractors

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

The 92nd Avenue Interchange was indicated on Gibbons & Reed's contract to be completed November 30, 1953. United Builders, Inc., were awarded their Contract 3851 on January 22, 1953 for this interchange. Steel piling were delivered and they were ready to start work on March 3, 1953. Contract No. 2851 restricted work at Bents No. 2 and 3 for both excavation and driving of piling and excavation for the two retaining walls adjacent to these bents until the grading of the lower roadway was completed by the grading contractor, Gibbons & Reed Co. Due to the difficulty of backfilling around the steel piling at the bridge ends by the grading contractor and plus the fact that Mr. Ladd, Superintendent for Gibbons and Reed, expected to have fills for this structure placed within 14 to 21 days from March 5, 1953 on, work on contract 3851 was held in abeyance. In this regard, I am quoting from my letter to yourself under date of March 10, 1953. A copy of this letter is attached.

On June 16, 1953, "United" moved onto the bridge site, set up a construction shack, beveled pile heads, etc. At this time, however, fills had not been made, and it was necessary for them to discontinue further operations.

On July 29, 1953, United Builders were notified by a letter from myself that construction could be resumed on August 4, 1953. Bridge construction was resumed August 4, 1953.

Mr. A. V. Toolson in his letter to Mr. A. G. Skelton of July 12, 1955, states: " . . . you certainly retain for each of your engineers the power to cause a contractor to prosecute the work as he considers necessary. And your department alone has the power to schedule the various contracts from the invitation for bids to the completion date. . . ". United Builders were able to resume construction on August 4, 1953. Their contract called for all work to be completed by August 31, 1953. How does Mr. Toolson reconcile their delay on the above project? I will admit that with more favorable weather the work could have been made available for United Builders, Inc., in March 1953.

Very truly yours,

J. T. Skelton

J. T. Skelton
Bridge Construction Engineer

JTS/dp
Attached

FORM E-30 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Gibbons & Reed Company Claim
Data pertaining to Halsey Street
Undercrossing Reconstruction,
Contract No. 4066, Young & Smith,
Contractors

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Contract No. 4066 was awarded December 14, 1953. Delay in placing this job under contract was to permit completion of 102nd Avenue Overcrossing reconstruction to the point that closure of Halsey Street would not impose too heavy a burden on traffic flow.

Young & Smith started moving equipment to job site and building field office on January 4, 1954. Actual contract work was started January 26, 1954. On March 8, 1954, the east end of the old Halsey Street Bridge had been completely removed. From this date on, Gibbons and Reed Company could have been excavating for the roadbed section at its Halsey Street intersection. Young & Smith were held back on progressing their work on Unit 2 which related to this area.

Field diaries are not at hand. As a result I called L. R. Allen's office. Don Gallaher reports that the diary reports on Tuesday, May 18, Gibbons & Reed started with a double shift to remove the cut roadbed section through Halsey Street, i.e., two months and ten days after this section was made fully available to them by Young & Smith. Excavation was started by Young & Smith on Pier 4 on June 8, 1954. Footings were poured on Bents 24, 25 and Pier 4 on June 11, 1954. Undoubtedly this delay by Gibbons & Reed caused hardship and financial loss to Young & Smith.

While Gibbons & Reed may not have had access to use of structures at the dates shown on Page 27 of their special provisions, bridge construction did not deny them access through on the highway right of way if not over the structures. Fills could not be completed as soon as they may have expected at Cereghino. They were not a party to the backfilling of the eleven structures built by Parker-Johnson. Delay on 92nd Avenue could only be charged to themselves.

Very truly yours,

J. T. Skelton

J. T. Skelton
Bridge Construction Engineer

JTS/dp

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons & Reed
Parker & Johnson Contract 3879

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

NOTED
W. C. WILLIAMS

In regard to your request for dates on 122nd-Arata Road Structures, Contract No. 3879, Parker-Johnson, contractor, I have the following to report:

Contract No. 3879 was awarded February 26, 1953. The contract had a stipulated date of completion of July 31, 1954.

162nd Avenue

Highway crossing over 162nd Avenue. Work on Contract 3879 was started on this site on March 2, 1953.

The deck pour of the north highway structure was on April 15, 1953. The deck pour on the south structure was on May 6, 1953. The last concrete pour on either of the two structures was June 11, 1953. Backfilling by the bridge contractor at the bridge ends was completed on July 24, 1953, with full access to use of the structures.

Access was available around these structures at all times by roadways on top of the old cut slopes to the Wilkes Road Connection on 162nd then via Wilkes Road on the new grade.

Birdsdale or 201st Avenue

General roadbed excavation was started on April 2, 1953. The north highway structure deck was poured on July 23, 1953. The north highway structure pours were completed on August 20, 1953. The structure weekly report record does not indicate the date the roadbed embankment backfilling was completed. This information would probably be in the weekly reports rendered by the grading resident engineer, but in all probability the structure was available for use by mid September with a partial fill. The last of the concrete was poured in the handrails of the south structure on January 5, 1954. A road paralleling the shoofly track was used by the grading contractor until sufficient roadbed was in place on the north highway structure to permit the use of that structure.

Rockwood Road - 181st Avenue

The grading contractor detoured to the south around these structures at the prevailing grade of the new highway during their period of construction. The added length of haul probably did not exceed 200 feet and this added length of haul would constitute his only lost time.

During July 1953 the grading installation of the shoofly track was made. The completion of this work was on August 4, 1953. On August 11, 1953, the pours were made for the highway structure footings. On this one crossing, enough width was available to permit construction of both the railroad and highway structure without the lost time occasioned for construction of the second highway structure by waiting for reinstallation of railroad traffic over the railroad structures as was necessary at 148th Avenue and 201st Avenue.

The last pour on the decks of both the south and north highway decks were made on September 29, 1953. The deck for the railroad structure was poured on October 1, 1953. The final concrete pour was made for the structures on Rockwood Road (181st Avenue) on November 30, 1953. Train traffic was routed over Rockwood Road railroad structure on December 28, 1953. The weekly reports indicate backfilling of highway structures on February 9th. Examination of the grading department weekly reports would have to be made to determine if any backfilling occurred following this date.

148th Avenue

Structural weekly reports do not give a resume' of the grading work on general excavation. These will have to be obtained from the grading records.

Following construction of the railroad shoofly, the width of roadway on the highway section was somewhat limited in width to the grading contractor. It is not in my recollection that he was ever unable to go through or around the structural work.

On August 31, 1953, it was indicated that the rough excavation was completed for the south highway structure wing walls.

On October 16, 1953, the concrete footings for the 21'6" wing wall footings and the abutment footings for the south highway structure were poured.

From the weekly report record, 148th Avenue, the shoofly was placed in use about January 1st. First evidence of excavation for railroad structure, however, was on February 4, 1954.

On November 12, 1953, the deck was poured in the south highway structure.

The last of the concrete was poured on the south highway structure on February 9, 1954. The first concrete for the railroad structure was poured for the abutment footings on February 15, 1954. The deck of the railroad structure was poured on March 3, 1954. The last of the concrete was poured on the railroad underpass on March 25, 1954.

On April 23, 1954, the Union Pacific was replacing track over the railroad structure. On April 28, 1954, the contractor was excavating for the north highway structure with the south highway structure and the railroad structure apparently in use. On May 20, 1954, the deck was poured on the north highway structure. On June 4, 1954, the last of the concrete was poured at 148th Avenue. The placing of membrane waterproofing to receive backfill was completed on the north highway structure on June 11, 1954. On June 24th and 25th, 1954, the north highway structure was backfilled.

The work under Contract 3379 was reported completed on October 19, 1954.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp

FORM 880—90M—10-54—79000

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 12th, 1955

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer

NOTED
W. C. WILLIAMS

Gibbons and Reed have made a claim against the Highway Commission on Contract #3807, 92nd Avenue-Fairview, Banfield Expressway, in an amount of $65,235.23 based on alleged delays by other contractors who are constructing structures on the same section. I am attaching copies of correspondence from A. V. Toolson, District Manager, Gibbons and Reed, which delineates the claim, and letters of James Don, Resident Engineer, and A. G. Skelton, Division Engineer, which I believe pretty well cover the situation.

The claim finally boils down to a charge for equipment rentals during their shutdown period, most of which was caused by weather conditions and part of which might be attributed to the delays by other contractors working on the job. They also have some more or less unexplained labor charges listed on the last page of Mr. Toolson's letter.

It is my recommendation that we deny the claim entirely and make no effort to negotiate a settlement on a partial or any other basis as the complications of such a maneuver would open the door for countless claims of a like nature from other contractors. It is my belief that the contract adequately covers the situation even though the delays were somewhat extended. I would like to discuss this matter with you after you have familiarized yourself with it.

I might add in passing that Mr. Toolson's letter again brings up a matter which has consistently plagued us and, I believe, should receive further study. I quote from Toolson's letter: "You certainly retain for each of your engineers the power to cause a contractor to prosecute the work as he considers necessary."

Unfortunately Mr. Toolson is in error. I know of no way that the Department can speed up contractors' operations other than request

them to do certain things or follow certain time schedules. Certain contractors are cooperative and cause little trouble. Others drag their feet beyond all reason and often get us into embarrassing situations such as the one discussed in this letter.

Forrest Cooper
Ass't. Construction Engineer

FC:AR
Enc. 3

RECEIVED
JUL 12 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 11th,1955

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn: Forrest Cooper

Dear Sir:

I am forwarding herewith letter dated June 15, 1955 from A. V. Toolson, District Manager for Gibbons and Reed. This letter sets up a claim in the amount of $65,235.23 for additional expense due to delay of the complation of their contract No. 3307 for grading the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, caused by the failure of other contractors on this section to prosecute and complete the work in a reasonable manner. I am also enclosing a report dated June 28, 1955 from James Don, resident engineer on this project. Don's report covers the general factors affecting this project, such as weather conditions, the progress of work on other project, such as weather conditions, the progress of work on other contracts in the section, and a record of actual work under way by Gibbons and Reed during the period from November 1, 1953 to the end of February in 1954.

You will note from Don's report that work on the Cereghino Overcrossing was completely shut down on December 11, 1953, and that work was not resumed on this structure until February 15, 1954. The structure was completed and ready for backfilling on April 30, 1954. On the 148th Avenue structures, the grading contractor had access across 148th throughout the time these structures were under construction, and it is not believed that he suffered any material inconvenience from delay in the completion of the structure. The Halsey Street Undercrossing reconstruction was not completed until late in October 1954, however the grading contractor had access through this section several months before the final completion. He was inconvenienced by not having access to this project until late in 1954. Page 27 of the special provisions for this project gives the following expected dates by which bridges will be usable: Halsey Street Overcorssing Revision, November 30, 1953; Cereghino Overcrossing, November 30, 1953; 148th Avenue and Rockwood Road grade separations, November 30, 1953. The special provisions on page 27 also state "non-completion of the other work within the expected time will not, however, relieve the contractor of his obligations to entirely complete all work specified to be done under the contract. Neither will such noncompletion entitle him to extra compensation of any kind."

FORM E-90X—67,960—8-50—62867

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 11th,1955

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn: Forrest Cooper

Dear Sir:

I am forwarding herewith letter dated June 15, 1955 from A. V. Toolsen, District Manager for Gibbons and Reed. This letter sets up a claim in the amount of $65,255.23 for additional expense due to delay of the complation of their contract No. 3307 for grading the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, caused by the failure of other contractors on this section to prosecute and complete their work in a reasonable manner. I am also enclosing a report dated June 28, 1955 from James Don, resident engineer on this project. Don's report covers the general factors affecting this project, such as weather conditions, the progress of work on other contracts in the section, and a record of actual work under way by Gibbons and Reed during the period from November 1, 1953 to the end of February in 1954.

You will note from Don's report that work on the Cereghino Overcrossing was completely shut down on December 11, 1953, and that work was not resumed on this structure until February 15, 1954. The structure was completed and ready for backfilling on April 30, 1954. On the 148th Avenue structures, the grading contractor had access across 148th throughout the time these structures were under construction, and it is not believed that he suffered any material inconvenience from delay in the completion of the structure. The Halsey Street Undercrossing reconstruction was not completed until late in October 1954, however the grading contractor had access through this section several months before the final completion. He was inconvenienced by not having access to this project until late in 1954. Page 27 of the special provisions for this project gives the following expected dates by which bridges will be usable: Halsey Street Overcorssing Revision, November 30, 1953; Cereghino Overcrossing, November 30, 1953; 148th Avenue and Rockwood Road grade separations, November 30, 1953. The special provisions on page 27 also state "non-completion of the other work within the expected time will not, however, relieve the contractor of his obligations to entirely complete all work specified to be done under the contract. Neither will such noncompletion entitle him to extra compensation of any kind."

RECEIVED

Gibbons and Reed were awarded contract No. 4053 for grading and other work on the 42nd Avenue-92nd Avenue Section of the T. H. Banfield Expressway on December 11, 1953. However, clearing work on this project was started on November 12, 1953, and two dozers were in use on that date. Grading on this project actually started February 4, 1954, and the remainder of Gibbons and Reed's equipment was moved to this job on February 8th. You will note from Don's report that weather conditions from November to February were not favorable for work on the 92nd Avenue-Fairview Section, and it is very doubtful that any material amount of work could have been done if the entire highway had been open to their use. You will note also that in 1952-53 no grading was done from the 23rd day of December 1952 until the first week in April 1953. The winter before that Gibbons and Reed did work throughout the winter on the Shell Rock cut and fill on the Gorton Creek-Warren Section of the Columbia River Highway. Our experience on the section even after work was resumed in March was not too satisfactory, as it was necessary to waste material because it was too wet. We also had difficulty with construction equipment pumping wet subgrade, making it necessary to remove this wet material and replace it with selected dryer material.

Gibbons and Reed were delayed somewhat by the structural contractors in the same section. This should have been anticipated, and was covered in our special provisions for this project. The Cereghino Overcrossing was unduly delayed, the contractor moving his entire crew off the job for some two months during January and February, and also running over his completion date on this project. The Halsey Street structure also delayed the contractor's operations in the vicinity of Halsey Street. The fact that the contractor was the successful bidder on the 42nd Avenue-92nd Avenue project did help materially in keeping his equipment busy, particularly after February 1954. It would be difficult to arr ive as to just what loss was suffered by not having complete access to the job, but normally the period from late November to about the first of March is so wet that grading operations are suspended by all contractors in this general area, unless the work is almost entirely in rock. In view of our special provisions on this job, and of the weather during the period of the claim, I would recommend disapproval.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl. James Don
cc:

FORM 8-30 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 28, 1955

SUBJECT:

W. C. WILLIAMS

To: Mr. A. G. Skelton
Division Engineer
Office

Dear Sir:

The following is a report of claim placed by Gibbons & Reed Construction Company against Contract 3807 for the 92nd to Fairview Section, prefix 26-1015.

This claim is based on dead rental of equipment caused by alleged delays from other contractors, which include the Cereghino Overcrossing under contract to Carl F. Halverson, the 148th Avenue Structures under contract to Parker-Johnson Company and the Halsey Street Undercrossing Reconstruction under contract to Young and Smith Construction Company. This claim also includes the 42nd to 92nd Street project during this period because some of the equipment that is claimed as idle, was working on this project.

A report on the structures mentioned in Gibbons & Reed's claim are as follows:

The Cereghino Overcrossing was shut down December 11, 1953 and work again resumed February 15, 1954, with completion of structure ready for backfilling April 30, 1954 and with the completion of the haul bridge removal on August 6, 1954.

The RR Structure at 148th Street was started February 3, 1954 and backfilling of this bridge was completed April 6, 1954, with trains again going over this main line April 27, 1954. Excavation for the south highway structure at 148th Street was started September 9, 1953 and bridge was completed February 9, 1954. Work on the north highway structure at 148th Street was started April 1, 1954 and completed June 28, 1954.

The Halsey Street Undercrossing Reconstruction was awarded to Young & Smith Construction Company, December 14, 1953 with work starting by removal of handrail on old structure, January 26, 1954 and contractor placing final paint on steel section, October 28, 1954.

On October 1, 1953, the contractor broke from a double shift to a single shift, as is stated in the claim, but did not shut down on this section with his grading equipment until November 5, 1953, then retained one blade on this section, preparing the select topping to and including November 13, 1953, at which time, they were completely off this project until March 3, 1954 and in April 1954, the materials from T. Line was wasted because of being too wet. During the period from November 12, 1953 to March 1, 1954, there was work being done on the 42nd Avenue to 92nd Avenue, Contract No. 4053, under contract with Gibbons & Reed, by some of all types of equipment mentioned in the claim.

November 12, 1953 records show that two dozers were working on the 42nd Avenue to 92nd Avenue section, on February 4, 1954, three DW 20s were moved to the above mentioned section and on February 8, 1954, the remainder of the equipment was moved to the other project.

A monthly comparison of the precipitation as measured at Portland International Airport is as follows:

November		December		January		February	
1952	1953	1952	1953	1953	1954	1953	1954
1.44 in.	6.46 in.	6.76 in.	7.85 in.	12.83 in.	8.95 in.	3.71 in.	4.57 in.

The only one of the months in question in which the rainfall was exceeded by the rainfall of the same month of the previous year was January 1954, which had 8.95 inches and the previous January had a rainfall of 12.83 inches. A difference of 3.88 inches. According to our records, there was no grading done in January of 1953 on the 92nd Avenue-Fairview Project. No grading was done from the 23rd day of December 1952 until the first week of April 1953. This would seem to refute Gibbons & Reed Company claim of having worked all through the winter of 1952-53.

Due to the fact there was so much rain during these months, with no drying periods in between, it would be impossible to work this equipment on the job.

Very truly yours,

James Don

James Don
Resident Engineer

JD:bb

NEW ADDRESS
825 West 9th North
P. O. BOX 1113
Salt Lake City 10, Utah

GIBBONS & REED CO.
CONTRACTORS
[redacted]

June 15, 1955

ADDRESS REPLY TO
P. O. Box 4989
Portland 13, Oregon

RECEIVED
OFFICE OF
DIVISION ENGINEER

Mr. A. G. Skelton, Division Engineer
Oregon State Highway Department
P. O. Box 4699
Portland 2, Oregon

Reference:
Contract No. 3807
T. H. Banfield Expressway
Fairview-92nd Ave. Section

Dear Sir;

In our letter dated to you on January 9, 1954, we advised you that the delay in the completion of the Cereghino Overcrossing structures would cause us added expense over and above anything we were led to anticipate when we bid the job and entered into the contract. That letter further advised you that we were going to expect the Oregon State Highway Department to participate in this added cost.

On april 29, 1954, we requested an extension of time for the completion of work under the contract. Our reasons for the need for additional time, given in the request, included the delay in in completion of the Cereghino Overcrossing structures, the fact that work on the Halsey Street Overcrossing Revision had not been started by the date we were led to believe it would be complete, and the further fact that work on one of the Grade Seperation structures at 148th. Avenue was even then not started, five months after we were told to expect that all structures would be usable.

On June 25, 1954, we wrote to your Resident Engineer for the job, repeating parts of the above mentioned letters, and reaffirming our position that had the structures on the project been completed as scheduled we would have completed our contract on schedule.

To date we have received no reply nor recognition of any one of these three communications. We assume that you would have let us know had you disagreed with our reasoning or our conclusions expressed in the communications.

The Special Provisions for our contract listed the dates on which we could expect the various structures to be usable. In August, 1952, we prepared our bid for the grading of the project. At that time the completion date for all of the permanent structures was well over a year in the future. We could only assume, and we did assume as a basis on which to prepare our bid for the grading, that the structures would be put under contract early enough to permit them to be built by the date listed in our Special Provisions. The Standard Specifications for Highway Bridge Construction substantiates another assuption we made in arriving at a basis for bidding purposes. We assumed that, once you had let the contracts for the various structures, you would require that the contractors presecute the work continuously, at a rate sufficient to complete the werkby the date given in our Special Provisions.

The Special Provisions covering our work state that non-completion of the other work will not intitle us to extra compensation of any kind. We believe that this statement can be invoked to cover the delays encountered by the structure contractors due to unsuitable weather or such other conditions as are unfavorable for the prosecution of the work. We cannot believe that the statement can be made to cover a years delay in the placing of one structure under contract. Nor can it be made to cover a total cessation of work for a period of several months of good construction weather on the largest structures involved. Nor can it be made to cover such a delay as a bridge not being started until more than five months after we were led to believe it would be usable. These delays, by their very nature, were beyond our forseeing in August of 1952 and were beyond our control at all times.

At the same time we believe that these delays were forseeable by your department and were your responsibility to alleviate . You certainly retain for each of your engineers the power to cause a contractor' prosecute the work as he considers necessary. And your department alone has the power to schedule the various contracts from the invitation for bids to the completion date.

All work under our contract was complete last fall. We have put off writing this letter until we knew our final pay quantities. With these quantities now being furnished us we are in position to assess the added costs incurred by us due to delays in the completion of the work under the contract. As stated in our letter of January 9, 1954, these are the costs which we expect you to assume.

The first of October 1953, we were running out of place to work and cut our equipment back to one shift. The first of November of that year we were out of a place to work and of necessity shut down,. The previous winter we worked this same grading equipment all winter, through weather that produced thirty seven inches of rain in thirty seven days, and had no lost time.The winter of 1953-1954 should have seen the job so developed that the gravel and commom materials could have been worked all winter. We sat out some beautiful construction weather that winter.

We were down November and December of 1953, and January and February of 1954. The first of March of 1954 we started work again on a single shift. Not until May were enough structures out of our way to justify a double shift operation.

The first of these added costs is the Depreciation; interest on Investment; Storage, Incidentals and Equipment Overhead, Insurance; and Taxes on our capital investment in the equipment parked during these four months.

For the three D-8 tractors, new in 1947, these costs are $210.54 per month each.

For the two TD 24 tractors and the two HD 19 tractors, new in 1950, these costs are $768.97 per month each.

For the two D-8 tractors, new in 1952 and 1953, these costs are $594.48 per month each.

For the five DW 20's, new in 1952, these costs are $1,653.19 each.

For the three 80 scrapers, new in 1947, these costs are $206.04 per month each.

For the two No. 12 patrols, new in 1949 and 1951, these costs are $407.07 per month each.

The monthly cost to us of this equipment while idle is, therefore $14,594.67. For the four months period the total is $58,378.68.

This shutdown cost us our fixed overhead for the four month period. The equipment overhead is included in the figure given above. However, our job overhead continued while we stood by waiting for a chance to resume work. The part of this overhead which can only be charged here is this:

	Payroll	Invoices	
Superintendent	$ 2,160.00	$ 497.12	
Engineering	1,406.70	156.59	
Office	1,804.00	488.42	
	$ 5,370.70	$ 1,142.13	$ 6,512.83
6.4% Payroll taxes and insurance			343.72
			$ 6,856.55

The sum of the items involved, the equipment costs of $58,378.68, and the overhead costs of $6,856.55, total $65,235.23. We believe this sum to be a just and equitable adjustment, entirely in line with the extent of the delays encountered by us on this job.

Very trly yours,

GIBBONS & REED CO.

A. V. Toolson
District Manager

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

6666 N.E. Halsey St., Portland 13, Ore.
March 10, 1953

26-1024
SUBJECT: 92nd Ave. O'xing
Construction delay

To:

Mr. G. S. Paxson
Bridge Engineer, O.S.H.C.,
Salem, Oregon.

Attention: Mr. P.M. Stepherson

Dear Sir:

Mr. P. M. Stephenson called to-day, stating that conversations with Mr. F. T. Young yesterday indicated that the site of the 92nd Ave. O'pass should not be available to United Builders, Inc. for a period of a week or ten days. During this intervening period Gibbons & Reed, grading contractors, will bring up the highway grade at the bridge ends excepting the corner fills that would interfere with the construction of wing walls #1 and #2. During this period they will also bring the lower roadway to grade. This proceadure should permit United Builders at that time to carry on an uninterupted construction schedule.

Mr. Taggert of United Builders was then called to relay this information. Mr. Taggert, however, stated that he had conferred with Gibbons & Reed this past week. He had been assured by them, Friday March 6th, that they, United Builders, could carry on their pile driver work due to Gibbons & Reed's expected inability to get on the site in the near future. Mr. Taggert further informed me that arrangements had been made with their material supplier to deliver the creosoted piling to the bridge site at 9:30 A.M., to-day, March 10th. He also had arrangements under way for a crane to arrive at the bridge site to drive piling tomorrow, March 11th.

Upon further discussion of these facts with Mr. Barbee and Mr. Young, Mr. Taggert was called and requested to hold his operations until further notice. This notice to be given as soon as the site is available for his construction purposes.

NOTED
STEPHENSON

Yours very truly,

J. T. Skelton

J.T. Skelton, Res. Br. Engr.

RECEIVED
MAR 11 53
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

c.c. Mr. A. G. Skelton
United Builders, Inc.
Mr. F. T. Young
Mr. D. J. Barbee

RECEIVED
FOR FILING

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 10, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3871	14-final	Donald M. Drake Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16111	R-101098	$ 8,805.90	8/9/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Dec. 31, 1953

Time Extensions: to June 29, 1954 without penalty

Completion Date: May 1, 1954

Date Accepted: May 11, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-12-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
By Floyd Query
Assistant Secretary

NOTED ON CARD
8-12-54

Warrant Mailed: [illegible]

RECEIVED
FOR FILING

[illegible] (2)
[illegible] (2)
3871

July 29, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3871 for work performed on 102nd Avenue Overcrossing reconstruction on the T. H. Banfield Expressway in Multnomah County was completed by the contractor, Donald M. Drake Co., on May 1 and was formally accepted by the Highway Commission on May 11, 1954.

Final payment in the amount of $8,805.90 will be released to the contractor on or after August 9, 1954. The total contract amount is $191,508.17, of which amount $7,882.72 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

7-29-54, gl

RECEIVED
MAY 10 1954
FOR FILING

BF1- [illegible]
[illegible]
3871

May 7, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Donal M. Drake Co. in connection with contract No. 3871, for construction of the 102nd Avenue Overcrossing reconstruction on the T. H. Banfield Expressway in Multnomah County.

This payment, in the amount of $8,466.15, will be released to the contractor on or after May 17, 1954. The retained percentage is $5,650.59.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
5-7-54 gf

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 20, 1954

Section 102nd. Ave. Overcrossing Reconstruction

Kind of work Remove 415' RCV. Construct 511' RCV.

Highway T.H.Banfield Expressway

Section prefix 26-1025

Contractor Donald M. Drake Co.

Contract number 3871

Date of contract March 18, 1953

Date of completion Dec. 31, 1953

Date work started March 23, 1953

Estimated date of completion June 1, 1954

Amount of contract . . . . $ 200,873.30

Per cent of time elapsed 117.6 %

Estimated cost of completed project, exclusive of engineering . . . . $ 200,873.30

Per cent of contract completed, based on total contract price . . . . 98 %

Engineering cost to date $ 12,700.00, 82.6 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work this week.

Inland Construction Co. completed grading on this section Thursday Feb. 12, 1954.

No further reports untill work is resumed.

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

RECEIVED
FEB 23 1954

Signed James Dow Res. Engr.

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.16				
Miles partially completed	0.16				
Miles completed					
Total estimated quantities	10,000				
Estimated quantities moved or placed to date	10,000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Overcast		
Tuesday	Showers		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

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FEB 5 - 1954
FOR FILING

BFI-
III
3871

February 4, 1954

Donald . Drake Co.
1600 N. W. Savier St.
Portland 1, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 21, 1954, had under discussion your request for an extension of time from December 31, 1953 to June 29, 1954 within which to complete your contract No. 3871, for the 102nd Avenue Overcrossing Reconstruction on the T. H. Banfield Expressway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: . C. Skelton,
Division Engineer

. . Allen,
Resident Engineer

G. . Paxson,
Assistant State Highway Engineer

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[illegible]
111-[illegible]
3[illegible]71

January 1[illegible], 1954

Request for extension of time
No. 14
January 21 and 22 meeting.

Oregon State Highway Commission

Gentlemen:

Re: 102nd Avenue Overcrossing Reconstruction, Contract No. 3[illegible]71

The Donald M. Drake Company, contractor for the 102nd Avenue Overcrossing Reconstruction on the T. H. Banfield Expressway in Multnomah County, has requested an extension of time to June 2[illegible], 1954, in which to complete the work on this contract. The specified completion date in the contract is December 31, 1953.

Considerable delay was incurred in the procurement of special low-alloy steel plates required for the structural steel girders. This delay extended the completion of the work into the wet-weather season. It is now necessary to postpone the completion of the grading work, painting of structural steel, and installation of drain pipes until the arrival of suitable weather in the spring. The structure was opened to traffic on December 31, 1953.

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is a copy of the concurrence of the Bureau of Public Roads in this time extension.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encls.

RECEIVED
2 1953
FOR FILING

COMMISSIONERS
F. L. SHULL
M. JAMES GLEASON
AL L. BROWN

[illegible]
VI - [illegible]
3871

COUNTY OF MULTNOMAH
OFFICE OF THE
BOARD OF COUNTY COMMISSIONERS
PORTLAND 4, OREGON

June 19, 1953

Mr. R. H. Baldock
State Highway Engineer
OREGON STATE HIGHWAY DEPARTMENT
Salem, Oregon

Dear Mr. Baldock:

Please accept our thanks for your letter of the 15th.

The writer is sure that you will cooperate with our Road Department to prevent all inconvenience possible to the residents in the areas.

NOTED
W. C. WILLIAMS

Yours truly,

Frank L. Shull, Chairman
Board of County Commissioners

fls:fp

REFERRED TO
By State Highway Engineer

RECEIVED
JUN 22 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

June 15, 1953

Honorable Frank Shull, Chairman
Board of County Commissioners of Multnomah County
Portland, Oregon

Dear Sir:

Your letter of June 2 requested that, by reason of criticism of the closure of the 102nd Avenue Overcrossing, in the future other viaducts or overpasses remain in use for the maximum period possible.

The only other overpass that would affect Multnomah County is on N. E. Halsey Street, and a plan has already been prepared whereby a paved detour road will be constructed before the N. E. Halsey Street Overpass is closed. We are working closely with County Roadmaster George W. Buck in this matter, and we assure you that our plans will be adequate for the handling of traffic during the time the Halsey Street Overpass is being reconstructed.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. George W. Buck
Mr. W. C. Williams

WCW:me fp

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J[illegible] 15 1953
FOR FILING

[illegible]T - 3[illegible] (2)
[illegible]T - [illegible] ([illegible])
3871

June 8, 1953

Board of County Commissioners
County of Multnomah
Courthouse
Portland, Oregon

Attention: Mr. Frank L. Shull, Chairman

Gentlemen:

This is to acknowledge your letter of June 2nd concerning the lapse of time between the wrecking of the viaduct at 102nd and Banfield Expressway and its replacement and the request that other viaducts be allowed to remain in use for the maximum period of time.

Copies of your letter are being forwarded to the individual members of the Highway Commission for their information and to the Engineer for such investigation and action as is necessary.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FQ:md

cc - Commissioners
Mr. R. H. Baldock

COUNTY OF MULTNOMAH
OFFICE OF THE
BOARD OF COUNTY COMMISSIONERS
PORTLAND 4, OREGON

COMMISSIONERS
F. L. SHULL
M. JAMES GLEASON
AL L. BROWN

June 2, 1953

State Highway Commission
Salem, Oregon

Gentlemen:

We would like to call your attention to the fact that the wrecking of the viaduct at 102nd and Banfield Expressway, and the considerable time that will still elapse before it is replaced has been the occasion for a great deal of discontent among residents of that area. It has also caused considerable criticism to be directed at this Board.

We believe that much public complaint of this nature can be eliminated if your Commission will adopt the policy of permitting other viaducts or overpasses to remain in use for the maximum period possible. We refer especially to the overpass on N. E. Halsey St.

The very fact that construction of these projects takes considerable time is, we feel, an excellent reason why wrecking of existing facilities should be postponed as long as possible.

Yours very truly,

F. Shull
Frank L. Shull, Chairman
Board of County Commissioners

fls:fp

RECEIVED
JUN 8 1953
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 SEM 9-51 92818

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

CF1-333(2)
[illegible]

Salem, Oregon
~~July~~ 18, 1953
June

SUBJECT: Pux 83 - N.E. 102nd Avenue Temp. GX
Owr&n - Multnomah County

To: ✓ Mr. W. C. Williams
Mr. E. A. Collier (2)
Mr. H. G. Smith (6)
Mr. A. G. Skelton (3)
Mr. G. S. Paxson (2)
Mr. F. B. Crandall

NOTED
W. C. WILLIAMS

Gentlemen:

Herewith I hand you copy of Order No. 32358, issued by the Public Utilities Commissioner under date of June 16, 1953, covering the matter of a temporary grade crossing at N. E. 102nd Avenue on the T. H. Banfield Expressway.

The order imposes no obligations upon the State Highway Commission as it was understood at the hearing that the action of the Public Utilities Commissioner would relate only to that portion of the temporary roadway lying within the limits of the railroad right of way.

Very truly yours,

J. W. De Souza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs.

Part 83

Order #32358

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-2390

In the Matter of the Application of Multnomah County for authority to construct a crossing at grade with the tracks and right of way of the Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) at N. E. 102d Ave. in Multnomah County, Oregon, in Section 27, T. 1 N. R. 2 E., W.M.)	ORDER

The above entitled matter was duly heard on Friday, June 5, 1953, at 10:30 A.M., in Room 244, Office of Public Utilities Commissioner, State Office Building, Portland, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner. The following appearances are of record herein:

George W. Buck, Roadmaster, Portland, Oregon
In behalf of Multnomah County

F. J. Betz, Attorney, Portland, Oregon
In behalf of Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company

J. W. DeSouza, Assistant Counsel, Salem, Oregon
In behalf of Oregon State Highway Commission

On May 8, 1953, the Commissioner received the application of Multnomah County for authority to construct a temporary crossing at grade of the tracks and right of way of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) at or near N. E. 102nd Avenue, near Portland, in Multnomah County, Oregon.

The crossing petitioned for will replace a grade separation structure which was partially destroyed prior to the building of a new grade separation structure as part of the Banfield Expressway presently under construction. It will provide access to a large and densely populated area contiguous to the City of Portland and separated therefrom by the railroad companies' tracks and right of way except for N. E. 102nd Avenue, which is now impassable at this location.

Ingress and egress to the area is provided by highways crossing the railroad track east and west of the 102nd Avenue crossing, but because of the greater distance involved in traveling to and from Portland, their use entails considerable additional time and delay to the residents in the area, and Multnomah County Court believes the construction of a temporary crossing to be essential to the welfare of the community.

After filing application, Multnomah County decided to locate the centerline of the highway of the proposed crossing approximately 30 feet in a westerly direction from its original position and, with the consent of counsel of the railroad companies at time of hearing, the application was amended in such a way as to provide for the revised location.

Because of the temporary nature of the crossing, it is impractical to construct the highway above or below grade.

The vision of approaching trains by persons or vehicle drivers on the highway is limited by brush, contour of the ground, and parts of the existing overcrossing structure to the extent that from a point on the highway 500 feet either side from the railroad track, the maximum length of vision along the railroad is 1,000 feet and the minimum length of vision is 120 feet.

The highway grade at the crossing will be comparatively level, and the approach from the south will be on a descending grade of approximately 9% towards the crossing, and from the north approximately 3% ascending towards the crossing.

The average volume of vehicular traffic over the crossing is estimated to be 2,000 vehicles per day, and the train movements over the crossing will average 12 per day.

For the protection of vehicular drivers and as a warning of the approach of trains, it is proposed that there be installed two Commissioner's Standard No. 2 flashing light signals, to be located at appropriate locations on each side of the track on the right of approaching traffic.

It is also proposed that there be installed two "STOP" signs at the crossing as a warning to vehicle drivers to stop before crossing over the tracks.

All costs incidental to the construction of the crossing, together with the costs of the signs and signals and their installation, will be borne by Multnomah County; and Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) will be reimbursed for any expense incurred in the removal, change, or restoration of signals, signal lines, and other railroad facilities made necessary by the construction of the crossing and its future abandonment.

In its answer, Oregon State Highway Commission admits the allegations contained in the application and interposes no objection to the issuance of an order authorizing the temporary grade crossing in accordance therewith, or upon such other terms and conditions as may be just and proper.

The railroad companies, in their answer, state that they will interpose no objection to an order granting the application providing certain conditions contained in paragraph 5 of their answer relative to the determination of costs be complied with.

From the foregoing, it is concluded that the construction of a temporary crossing at this location is in the public interest and the application should be granted. It is therefore

ORDERED that the application of Multnomah County for authority to construct a crossing at grade with the tracks and right of way of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) at N. E. 102nd Avenue, in Multnomah County, Oregon, in Section 27, Township 1 North, Range 2 East, Willamette Meridian, is granted; and it is further

ORDERED that the crossing be constructed in a good and workmanlike manner, surfaced with plank or bituminous concrete for the full width of the traveled portion of the roadway, and in general conformity as to location, grade and angle of crossing with the plans and profiles submitted with the amended application and by this reference made a part hereof; and it is further

ORDERED that, for the protection of vehicle drivers and as a warning of the approach of trains, there shall be installed two Commissioner's Standard No. 2 flashing light signals at proper locations to the right of and facing vehicular traffic approaching the crossing, and two Standard 30 inch railroad "STOP" signs; and it is further

ORDERED that all costs incidental to the construction of the crossing, together with the costs of the signs and signals, and their installation and maintenance, shall be borne by Multnomah County in such manner as is mutually agreed upon by Multnomah County and Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee); and it is further

ORDERED that Multnomah County shall also reimburse Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) for all expenses incurred in making necessary changes, removals, or restorations of signals, signal lines or other railroad facilities required in the construction and abandonment of the crossing; and it is further

ORDERED that, upon completion of 102nd Avenue overcrossing structure and its opening to vehicle travel, the temporary grade crossing herein authorized shall be removed, the approaches barricaded, and the crossing abandoned to vehicular use; and it is further

ORDERED that all expenses incurred in the abandonment of the crossing, together with the costs of the removal of signs and signal installations, shall be borne by Multnomah County; and it is further

ORDERED that for purposes of identification in the Commissioner's Catalog of Crossings in the State of Oregon the designation 2A-7.2 shall be assigned to the crossing and displayed thereon in a conspicuous position by the railroad companies in the customary manner.

Made and entered this 16th day of June, 1953.

CHAS. H. HELTZEL

Public Utilities Commissioner

(OFFICIAL SEAL)

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
June 9, 1953

SUBJECT: Pux 83 - N. E. 102nd Ave. Grade Crossing
Banfield Expressway, Multnomah County

To: Mr. W. C. Williams ✓
Mr. H. G. Smith
Mr. E. A. Collier
Mr. G. S. Paxson
Mr. A. G. Skelton

Gentlemen:

Hearing on the application of Multnomah County for a temporary grade crossing of N. E. 102nd Avenue in connection with the construction of the T. H. Banfield Expressway was held before C. E. Jaqua, sitting as Examiner for the Public Utilities Commissioner, in the State Office Building, 1400 S. W. 5th Avenue, Portland, Oregon, at 10:30 A.M. on Friday, June 5, 1953.

Multnomah County was represented by Mr. George W. Buck, County Roadmaster, and he presented the case for the County without placing any witnesses on the stand.

Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) was represented by Mr. F. J. Betz, and Mr. E. F. Kidder was placed on the stand.

The Highway Commission was represented by the writer, and Mr. A. G. Skelton, Division Engineer, was present although it was not found necessary that he be placed on the stand for any sworn testimony.

The hearing was rather informal in its nature and the net result was that an order will be issued authorizing the installation of a temporary grade crossing to be used until such time as the N.E. 102nd Avenue reconstruction is completed and the same is open to traffic. Mr. Buck amended the petition to provide that the crossing shall be installed approximately 30 feet westerly from the originally proposed location and that the roadway will pass under the northerly part of the structure and connect with Hancock Avenue in the northeasterly quadrant of the 102nd Avenue overcrossing.

There was considerable discussion regarding the installation of bell warnings in addition to the standard flashing-light signals, but after the hearing, and off the record, Mr. Buck reversed his opinion that bells should be installed. It was understood, however, that STOP signs will be placed as an additional precaution requiring all traffic to come to a complete stop before negotiating the crossing whether or not the signals show a warning aspect.

The signals are to be installed by the Railroad Companies and Multnomah County will reimburse the Railroad Companies and will bear all other expenses within the railroad right of way.

On the advice of Mr. Skelton it was agreed that the State Highway Commission, as a part of its construction project, will construct and bear the expense of the necessary connections to N. E. Fargo Street and N. E. 102nd Avenue lying southerly from the railroad right of way.

Very truly yours,

J.W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD:mb

RECEIVED
JUN 8 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 13 1953
FOR FILING

PFI-[illegible]
41-[illegible] ( )
3871

May 6, 1953

Honorable Richard F. Deich
1206 Loyalty Building
Portland 4, Oregon

Dear Mr. Deich:

In reply to your letter of May 1 relative to N. E. 102nd Avenue crossing of Sullivans Gulch, you are advised that we are attempting to work out a plan whereby a grade crossing can be established across the tracks of the Union Pacific Railroad Company.

Multnomah County is already preparing a petition to the Public Utilities Commissioner for such a crossing, and if the plan is approved the County and the State will cooperate in construction of this temporary grade crossing. If and when approval is secured, we will proceed immediately to establish the crossing.

As to your inquiry relative to the Halsey Street viaduct, we have prepared plans to provide a detour paralleling Halsey Street between 82nd Avenue and approximately 99th Avenue, which detour will be fully paved and satisfactory for all traffic that will use the same while the Halsey Street viaduct is being reconstructed. I will enclose a small map illustrating this plan, which I think will be satisfactory.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:RHB:me

Encl.

cc Mr. W. C. Williams

RECEIVED
MAY 13 1953
FOR FILING

CFI- [illegible]
41- [illegible] (-)
3871

May 6, 1953

Honorable Richard F. Deich
1206 Loyalty Building
Portland 4, Oregon

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Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:RHB:me

Encl.

cc Mr. W. C. Williams

RICHARD F. DEICH
RESIDENCE:
10105 N. E. WEIDLER
PORTLAND 20, OREGON
LAW OFFICES:
1206 LOYALTY BUILDING
PORTLAND 4, OREGON

MEMBER: COMMITTEES:
JUDICIARY
STATUTE REVISION
FINANCIAL INSTITUTIONS

STATE OF OREGON
HALL OF REPRESENTATIVES
SALEM

REFERRED TO
Williams
By State Highway Engineer

Please
[illegible]
[illegible]

Portland, Oregon.
May 1, 1953

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock,
State Highway Engineer,
State Highway Building,
Salem, Oregon.

Dear Sir:

Being a resident of the general Parkrose area in Multnomah County, I am very interested in the construction of the proposed Banfield Expressway in that area. I am also concerned about the recent action of tearing down the viaduct across Sullivan's Gulch at Northeast 102nd Avenue, to facilitate construction of the highway.

This action has, as you no doubt know, resulted in a serious degree of confusion in the area. It has disrupted and dislocated school bus service, fire protection facilities, and has generally caused a lot of unhappiness and ill feeling. It was unfortunate that some advance notice of the action was not given, so that arrangements could be made to avoid the problems which developed.

However, that is now passed. The residents of the area are now trying to make the best of the situation, and are in particular trying to get a temporary detour route established for North-South 102nd Avenue traffic, which would cross the Gulch and the railroad tracks at ground level. It is our hope that the County authorities will make arrangements along this line.

My reason for writing is to determine your attitude toward this proposal, and to ask that you do whatever you can to help us obtain such a detour. Certainly, you may be assured that the "public relations" of the Highway Department would be much improved in the Parkrose area if this situation were somehow remedied. The need for the detour is real, and the modest expense involved would be more than made up by the saving to our local subdivision governments.

In passing, I would also like to know what action is proposed for the Halsey Street viaduct where it crosses the Gulch. The traffic and need for this route is even greater than in the 102nd case.

Thank you for your kind consideration.

RECEIVED
1953

Very truly yours,
Richard F. Deich
Richard F. Deich.

RFD:ms

FOR FILE [illegible]

FORM E-30 37,500 4-52 30605

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3971

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 6, 1953

NOTED
W. C. WILLIAMS

SUBJECT: 102nd Avenue

To:

Mr. A. G. Skelton
Division Engineer
P. O. Box 4699, Sellwood Station
Portland 2, Oregon

Dear Sir:

I am advised by Mr. Northrup of the Multnomah County Roadmaster's office that the county has decided to proceed with the installation of a grade crossing to handle traffic on 102nd Avenue while our construction is underway. Mr. Northrup advises that he is making the application to the Public Utilities Commissioner for a permit to cross at grade.

In conference with Mr. Buck and Mr. Northrup we have agreed to construct and surface a connecting roadway from the Fargo Street ramp to the south railroad right-of-way line at the cost to the State. The county is to construct the remainder of the grade crossing line including the crossing of the railroad. The railroad company have agreed that they will not oppose the temporary crossing provided it is signalized. The cost of installing and removing the signal is to be borne by the county.

In order to expedite the construction of the 102nd Avenue Overcrossing, we have agreed that we will, at State cost, absorb the difference in freight costs between water shipment from the East Coast to Portland and all rail shipment from Bethlehem, Pennsylvania. Mr. Regez of Poole, McGonigle & Dick has given me the freight rates involved, which are: All rail, Bethlehem, Pennsylvania, to Portland - 2.179 cwt.; rail from Bethlehem to Atlantic Seaboard and water freight to Portland, including wharfage, - 1.225 cwt. This is an increase in freight costs of 0.954 per cwt. I understand that there are approximately 22 tons of steel coming from the Bethlehem mill which would be involved.

I do not suppose the railroad will allow the county to proceed until an order is issued by the Public Utilities Commissioner, and an agreement has been entered into between the railroad and the county. We should keep close track of what the county is doing so that our part of the work can be ready when they are ready to open the crossing. We will carry the costs of our part of the work as extra work against the 102nd Avenue project.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm ✓
cc W. C. Williams

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FOR FILING
FORM E-30X 25M 6-51 50116

BFI - 233(1)
" - 233(3)
3-71

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 29th, 1953

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. G. S. Paxson
Bridge Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Confirming our recent telephone conversation, I met with Mr. C. E. Jacua from the Public Utilities Commission, Mr. Gleason, County Commissioner of Multnomah County, Mr. Paul Northrup, Assistant Road Master of Multnomah County, and Mr. Kidder, Division Engineer of the Union Pacific, at the 102nd Avenue Overcrossing to look into the feasibility of a temporary grade crossing of the Union Pacific to be used by 102nd Avenue traffic while the existing overcrossing is under reconstruction for the T. H. Banfield Expressway. I believe Mr. Gleason of Multnomah County had requested this meeting to determine if anything feasible could be done to eliminate complaint about the closing of 102nd Avenue.

The county asked about the possibility of a temporary road immediately east of the present structure, but it was pointed out that this would be entirely impractical due to interference with our contractor during reconstruction of the bridge. The only feasible route for such a temporary roadway would be to use a portion of our Banfield-Fargo off leg which connects back to 102nd just south of the end of the 102nd Avenue structure. If this were used, it would require a temporary grade crossing of our new T. H. Banfield main line and a grade crossing of the Union Pacific, and would then come back into 102nd Avenue immediately east of the viaduct. This would require the paving of the Banfield-Fargo line, which is contemplated anyway, as soon as possible, and would require the surfacing of the temporary line across the expressway. Our estimate on additional work and additional expense to our contractor by constructing this to the south line of the Union Pacific right of way would be approximately $3500.00. It would also mean that a modification would be necessary in the 102nd Avenue contract, as this calls for the construction of the "BF" line from its junction to the expressway to Fargo Avenue. It would also require a minor amount of grading by our paving contractor on the expressway, as this could not be done until after the temporary crossing was abandoned. These items are included in our estimate of cost.

Mr. Kidder advised that he would take the matter of this grade crossing up with their general superintendent in Portland, but that he felt that if such a crossing were approved, they would require that crossing signals be installed, which he estimated, together with the installation of a plank crossing, would run somewhere in the neighborhood of $8,000.00. The construction north of the railroad right of way would be minor, and Northrup thought that it could be done within county right of way. While no statement was made as to who would bear the expense, Mr. Gleason's remarks indicated that the county would probably expect to reimburse the Union Pacific for the cost of the signal installation and the cost of putting in the plank crossing. I also believe that the county would expect to make the connection to 102nd Avenue at the north end of the viaduct. I believe the county would expect us to take care of the cost of any additional cost required for constructing this temporary road south of the railroad.

As I mentioned to you, there does seem to be some criticism from people in that locality on the slow progress being made on this bridge. I asked J. 1. Skelton to look into such items as steel delivery from Poole-McGonigle to determine what, if anything, could be done to expedite the early completion of this construction. We found from the contractor that the last shipment of steel for this structure is scheduled to be shipped from the east coast on June 26th, and the present plan calls for this to come by water, which would mean at least another six weeks before delivery would be made in Portland. This shipment weighs about 45 tons, and the additional cost of shipping by rail over water would run about $450.00. Rail delivery could be made in about 12 days after the shipment leaves the mill.

Mr. Jacus indicated that an order from the Public Utility Commissioner for a crossing would depend entirely on consent of both the railroad and ourselves.

I am enclosing sketches, showing the proposed grade crossing, which you will note comes in at Fargo Avenue. I am also enclosing a profile of this proposed grade crossing.

Yours very truly,

A. G. Skelton
A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: W. C. Williams
D. J. Barbee

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1 3
FOR FILING
CFI-323(2)
UI-323(3)
[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

6855 N.E. Halsey St., Portland 13, Ore.
March 31, 1953.

26-1025, contr. 3871
SUBJECT: 102nd Ave. ped. O'pass.

To:

Mr. A. G. Skelton
Division Engineer, O.S.H.C.,
Portland 2, Oregon.

NOTED
[illegible]

Dear Sir:

Plans were submitted to the Donald M. Drake Co., yesterday for a pedestrian overpass. The lumber list for this structure comes to 12,637 F.B.M. - #1 common.

For price agreement purposes Donald M. Drake Co. submitted the following:

Lumber at approx. $100.00 per M	$1,260.00
Labor, etc. for construction at $150.00 per M	1,890.00
Excavation, 3 bents to sub-grade	300.00
Removal of structure - Lump sum	500.00
Inconvenience factor, working around & through str.	500.00
Removal & replacement of concr. h'rail section	200.00
	$4,650.00
Profit	465.00
Lump sum amount	$5,115.00

As per your suggestion, I informed Mr. Merrifield of this company that we would proceed immediately on a basis of "Extra Work". I.e., cost plus as per the General Specifications. Mr. Merrifield requested that I immediately give to them a letter to this effect.

Today, Mr. F. T. Young was called with the request that the Division Office immediately confirm the E.W.O. with this firm by telephone to be followed with a confirming letter. It is urgent that this be done, as 24 hours notice is necessary for procurement of the lumber order.

It is presumed that the inconvenience factor will have to be supported by a claim in final settlement, if warranted and desired.

Yours very truly,

J.T. Skelton

J.T. Skelton, Res. Br. Engr.

c.c. Mr. G. S. Paxson
Mr. W. C. Williams

RECEIVED
FOR FILING

March 26, 1953

Mr. John A. Matney
9404 N. E. Skidmore
Portland, Oregon

Dear Sir:

[redacted] you were in my office yesterday I advised you that I would keep you apprised of our plans for construction of a pedestrian overhead at 102nd Avenue to serve pedestrian traffic while the vehicular structure is being reconstructed. We have determined that the construction of a temporary overpass is feasible and are proceeding immediately with such work. We expect to complete the overpass within two weeks from date, so that it should be available to pedestrians on or about April 9 or 10.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[redacted]

cc Mr. G. S. Paxson
Mr. A. G. Skelton

RECEIVED
MAR 17 1953
FOR FILING

PF1-323(2)
U1-323(2)

March 16, 1953

Donald M. Drake Co.
1600 N. W. Savier St.
Portland 1, Oregon.

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3871, which was awarded to you on February 18, 1953 by the State Highway Commission, for 102nd Avenue Overcrossing reconstruction on the T. H. Banfield Expressway in Multnomah County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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FEB 20 1953
FOR FILING

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11-3[illegible]
3871

February 19, 1953

Donald M. Drake Company
1600 N. W. Savier Street
Portland 9, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contract No. 3871 for construction of the 102d Avenue Overcrossing Reconstruction on the Banfield Expressway in Multnomah County. This award was based on your bid of $188, [illegible], [illegible]6 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

Enclosure

RECEIVED
FOR FILING
OREGON DISTRICT

BFI-323(2)
UI-323(3)
3871

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

405 STATE HIGHWAY BLDG.
SALEM, OREGON

February 18, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 3871 for Oregon Project BFI-323(2), Grading at 102nd Avenue on the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, to Donald M. Drake of Portland, Oregon, low bidder in the total amount of $188,223.25 for this project and Project UI-323(3) at the February 18, 1953 bid opening.

Very truly yours,

GGPolk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
FEB 2[illegible] 1953
STATE HI[illegible] COMMISSION

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-223(2)
UI-223(3)
[illegible]

February 18, 1953

NOTED
W. C. WILLIAM

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 3871 for Oregon Project UI-323(3), 102nd Avenue Undercrossing on the 92nd Avenue-122nd Avenue Section (Structures) of the T. H. Banfield Expressway, to Donald M. Drake of Portland, Oregon, low bidder in the total amount of $188,223.25 for this project and Project BFI-323(2) at the February 18, 1953 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
FEB 23 1953
OREGON
STATE HIGHWAY COMMISSION

31-1029 La Grande-Island City Section 1953
of the Wallowa Lake Hwy. N. E.
#3872 from La Grande.

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FOR FILING
31-1227

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 20, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3872	8-final	K. F. JACOBSEN & CO INC.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9735	R-94607	$ 2,892.18	5/20/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 15, 1953

Time Extensions: None

Completion Date: Sep. 15, 1953

Date Accepted: Oct. 29, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-24-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
Floyd Query
Ass't Secty

Warrant Mailed: [illegible]

[illegible] ON [illegible]
5-24-54

RECEIVED
DEC 7 - 1953
FOR FILING

31-[illegible]

3872

December 4, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3872 for work performed on the La Grande-Island City Section of the Wallowa Lake Highway in Union County was completed by the contractor, K. F. Jacobsen & Co.,Inc., on September 15 and was formally accepted by the Highway Commission on October 29, 1953.

Final payment in the amount of $2,892.18 will be released to the contractor on or after December 14, 1953. The total contract amount is $96,406.06, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD

12-4-53

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OCT 13 1953
FOR FILING

31-13 9

3872

October 12, 1953

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to K. F. Jacobsen & Co., Inc. a portion of the funds heretofore retained by the Commission on contract No. 3872, covering the La Grande-Island City Section on the Wallowa Lake Highway in Union County.

This payment, in the amount of $5,775.42, reduces the retained percentage to 3% of the total amount earned by the contractor or the sum of $2,892.18. The present payment will be released on or after October 22, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD

10-12-53

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Final
No. 24

For Week Ending m Sept. 19, 1953, 19

Section La Grande - Island City
Highway Wallowa Lake
Contractor K. F. Jacobsen & Co., Inc.
Date of contract Feb. 18, 1953
Date work started March 26, 1953
Amount of contract . . . . $ 101,028.51

Kind of work Grading & Paving
Section prefix 31-1019
Contract number 3872
Date of completion Sept. 15, 1953
Estimated date of completion Complete 9/15, 1953
Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 97,109.81 *
Per cent of contract completed, based on total contract price . . . . 100 %
Engineering cost to date $ 8,350.00, %
Date project was completed Sept. 15, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

* Estimated cost of completed project reduced $6,212.50 by elimination of cost of foot path construction. This work to be charged to minor betterment by order of Mr. Baldock.

Contractor completed dressing of shoulders outside oiled portion, Monday and Tuesday. 67 cu. yds. of additional shoulder rock were placed.

State forces re-installed mail boxes along north shoulder this week.

This completes the job.

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

NOTED
H. G. SMITH

Signed J. C. Hutt
Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

Special borrow

Leveling course and shoulders

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.21	2.21	2.21	Shoulders 2.21	2.21
Miles partially completed					
Miles completed	2.21	2.21	2.212	2.21	2.21
Total estimated quantities	5,183	16,486	4,563		6,629.74 tons
Estimated quantities moved or placed to date	5,183	16,486	4,563		6,629.74 "
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., 2 dump trucks, 1 water truck, 1 scoop ....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday	Fair and warm all week		
Wednesday			
Thursday			
Friday			
Saturday			

State Printing 53382

Query

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JUL 22 1953
FOR FILING

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3[illegible]2

Salem, Oregon
July 21, 1953

Mr. C. W. Enfield
Chief Counsel
Office

Attention: Mr. J. W. DeSouza

Attached are the original and duplicate copy of an agreement with the O.W.R. & N & Union Pacific Railroad Companies covering the encroachments on the Wallowa Lake Highway between La Grande and Island City in Union County, Oregon. These copies have been executed by the Highway Commission and are now ready for the signatures of the officials of the Railroad Company.

When fully executed please return one copy of the above agreement to this office for the Commission's files.

Yours very truly,

Secretary

Wh
Attach: 2

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 8, 1953
Salem, Oregon

SUBJECT: File 19747

To: Mr. H. B. Glaisyer
Secretary, Highway Commission
OFFICE

Dear Mr. Glaisyer:

Herewith I hand you for execution by the State Highway Commission original and first copy of agreement with Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company covering encroachments on the Wallowa Lake Highway between La Grande and Island City in Union County, Oregon.

The agreement has been examined and has been approved by Mr. Enfield and myself as to form, but have not yet been submitted to Mr. Williams.

After execution by the State Highway Commission, please return both copies to me for further handling.

Very truly yours,

J. W. De Souza B

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 2
cc: Mr. W. C. Williams

NOTED
W. C. WILLIAMS

REFERRED TO
[illegible]
BY SECRETARY
for [illegible]

JUL [illegible] 1953

Contract 3872 was awarded to K. J. Jacobsen & Co. on 2-18-53 for grading & paving the La Grande - Island City section. This agreement provides for slope encroachments on railroad property

HB Glaisyer
by F.L.

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FORM E-90X 10M 1-52 98419

31-1027

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

July 8, 1955
Salem, Oregon

File 19747
SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. H. B. Glaisyer
Secretary, Highway Commission
OFFICE

Dear Mr. Glaisyer:

Herewith I hand you for execution by the State Highway Commission original and first copy of agreement with Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company covering encroachments on the Wallowa Lake Highway between La Grande and Island City in Union County, Oregon.

The agreement has been examined and has been approved by Mr. Enfield and myself as to form, but have not yet been submitted to Mr. Williams.

After execution by the State Highway Commission, please return both copies to me for further handling.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 2
cc: Mr. W. C. Williams

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53
FOR FILING
31-1027
3872

March 26, 1953

K. F. Jacobsen & Co.,Inc.
1601 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3872, which was awarded to you on February 18, 1953 by the State Highway Commission, for grading and paving on the La Grande-Island City Section of the Wallowa Lake Highway in Union County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl
encl. 1

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FOR FILING

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387I

February 19, 1953

K. F. Jacobsen & Company, Inc.
1601 N. E. Columbia Boulevard
Portland 11, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contract No. 387 for grading and paving 2.41 miles of the La Grande-Island City Section of the Wallowa Lake Highway northeast from La Grande in Union County. This award was based on your bid of $95,988.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

Enclosure

file

31-1441

3172

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION

Soils Section
Subbase and Base Design

Section: La Grande-Island City **Highway:** Wallowa Lake

County: Union **Prefix:** 31-1442-900 **Res. Eng.:** C. D. Cannon

Length of Project: 2.21 Miles **Stations:** 6+17.26 to 122+81.02

The recommended total thickness of base and surfacing are as follows:

Station 6+17.26 to Station 63+00 - 15 inches

Station 63+00 to Station 122+81.02 - 18 inches

These thicknesses are recommended on the basis of the attached design sheet and the depth of the existing ditches.

Submitted by Ray Webber
Ass't. Construction Eng'r.

Recommended by
Construction Engineer

Recommended by G. W. Harra
Engineer of Materials

Approved by
Ass't. State Highway Eng'r.

cc Ass't. Construction Engineer
Construction Engineer
Engineer of Materials
Division Engineer, V
Resident Engineer
Ass't. State Highway Engineer

above to be on widened portions only.

1/21/53

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION

Soils Section
Subbase and Base Design

Section: La Grande-Island City **Highway:** Wallowa Lake

County: Union **Prefix:** 31-1442 **Resident Eng:** C. D. Cannon

Length of Project: 2.21 Miles **Stations:** 6+17.26 to 122+81.02

Location			Soil Characteristics				Required Thickness		
Station	Depth	% Pass 200	LL	PI	R Value	% Silt	Light Traffic	Medium Traffic	Heavy Traffic
21+50 2'R	0-1.5	22.3	26	6	22	10.1		8½	15
	1.5	56.1	35	11	46	22.9		10	14½
21+50 28'R	0-2'	20.3	29	9	39	13.5		8½	10½
31+00 27'R	0-1.5	18.4	24	3	64	11.4		8½	9½
	1.5	51.8	38	14	26	36.0		12½	20
31+00 2'R	0-1.5	24.6	29	9	48	17.0		8½	9½
	1.5	55.3	37	13	18	38.1		14½	23
42+00 28'R	0-1.5	12.9	22	2	58	7.3		8½	9½
	1.5-0	32.4	37	16	38	20.8		9	13½
42+00 6'L	0-20"	17.6	31	13	32	10.9		8½	11
	20"-0	19.5	25	5	28	12.7		8½	12½
54+00 27'R	0-20"	28.3	32	8	62	17.4		8½	9½
	20"-0	28.7	31	8	38	18.9		8½	13
54+00 ℄	0-20"	25.2	27	6	25	16.5		9½	15
	20"-0	33.5	27	7	21	21.6		11½	18½
63+00 27'R	0-16"	20.4	25	3	60	14.3		8½	9½
	16"-0	55.8	35	13	15	38.5		15	24
63+00 7'L	1.5-0	59.3	36	12	48	39.1		10	14
	0-1.5	21.5	24	5	23	12.8		9	14
74+00 28'R	0-16"	22.6	28	6	32	14.8		8½	12½
	16"-0	75.4	43	16	10	50.3		16½	27
74+00 ℄	0-16"	21.8	23	4	21	14.4		9½	15
	16"-0	78.0	38	12	7	55.2		17	28
84+00 26'R	0-10"	25.6	26	6	21	18.0		10"	16"
	10"-0	79.9	40	10	11	62.7		16"	26½"
84+00 7'L	0-10"	22.5	25	5	40	15.7		8½	11
	10"-0	78.6	40	8	19	55.2		15	24
95+00 27'R	0-1'	30.6	23	4	24	20.6		11½	16½
	1'-	79.8	39	10	11	61.8		16	26½
95+00 ℄	0-1.0'	24.3	26	6	38	16.2		8½	11½
	1.0'-	79.7	40	10	12	50.4		16	26
102+00 26'R	0-7"	21.8	35	8	44	13.9		8½	10
	7"-	31.3	35	8	30	20.7		10	15
102+00 7'L	0-7"	17.2	34	9	60	11.3		8½	9½
	7"-	43.3	37	11	25	31.3		12½	19½
113+00 15'R	0-5"	33.6	33	9	47	19.6		8½	11½
	5"-	84.9	45	16	14	50.3		15½	25½

Station	Depth	% Pass 200	LL	PI	R Value	% Silt	Light Traffic	Medium Traffic	Heavy Traffic
113+00 15'L	0-5"	18.9	36	9	40	10.7		8½	10"
	5"-	84.6	50	18	9	59.5		16½	27
120+00 15'R	0-4"	29.0	29	6	31	18.6		9½	14½"
	4"-	59.9	35	11	45	27.1		10½	14½
120+00 15'L	0-4"	22.3	33	10	60	14.2		8½	9½
	4"-	79.5	47	17	14	55.9		15½	25½

1/21/53

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31-1029

3872

October 10, 1952

Oregon State Highway Commission

Gentlemen:

The La Grande-Island City section of the Wallowa Lake Highway needs improvement to carry the existing traffic without hazards now existent. Traffic on this section of highway is approximately 2,900 at the La Grande city limits and 2,100 at Island City. The pavement was originally 20 feet wide, but the edges are badly raveled, so that, in general, the pavement width is not much more than 19 feet. There is a four-foot shoulder on the railroad side and about a five-foot shoulder on the opposite side. There are quite a number of business approaches on the side opposite the railroad, and there is a considerable amount of parking on the narrow shoulders which slows up traffic materially.

We propose to widen this road to an over-all width of 40 feet, consisting of 24 feet of pavement with eight-foot shoulders, and it is proposed to oil the inner four-foot width of the shoulder area to give an over-all hard surfaced width of 32 feet. This improvement is estimated to cost $112,000. The length of the section is approximately 2.2 miles.

This matter will be on the next agenda, and I recommend that you authorize improvement of this section as a State project, bids to be called as soon as plans are completed. We have an item of $250,000 for State construction in the 1953 budget which is to be submitted to you at the next meeting, and financing of this project, if approved, would come from this allotment.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probart
Mr. H. G. Smith
Mr. C. H. Maison

WCW:me lg

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31-121

3872

Salem, Oregon
August 8, 1952

Mr. H. G. Smith

I note on the Field Engineer's Weekly Report for Surveys, which is attached hereto, that the estimate of cost of widening between La Grande and Island City to a 44-foot pavement with three-foot shoulders is $170,000.

I have discussed this matter with Mr. Baldock, and he in turn has discussed the matter with Mr. Reynolds, advising him that it would be out of the question to construct a 44-foot pavement if such a cost is involved. When Mr. Baldock first requested that we investigate the possibility of constructing a 44-foot pavement with three-foot shoulders he was of the opinion that only some minor widening would be required, with no additional right of way. Apparently this can not be done, if the estimate is correct. Traffic between La Grande and Island City nowise justifies a four-lane pavement, as the 1951 traffic volume on this highway is 2,835 at the east limit of La Grande and 2,052 at the west limit of Island City, which traffic is far below the warrant for four-lane pavement.

It has now been determined that we should return to our original plan of providing for 24-foot pavement with eight-foot shoulders, 10 feet if not excessive in cost, with four feet of the shoulder area on each side to be oiled.

Our original report to the Commission, which was furnished from the field, indicated that the cost of this type of improvement would be about $50,000, and it is requested in redesigning this project that the attempt be made to stay somewhere near this amount. The present pavement is quite stable, and if any resurfacing is contemplated it should not be more than two inches at the most.

W. C. Williams

WCW:me

Encl.

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FORM E-30 25M 1-52 88419

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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

In regard to the design for the LaGrande-Island City job, I advised Chidsey on May 13th, in accordance with your letter of May 8th, that the project should be designed on a 24-foot pavement with 10-foot shoulders, with three feet of the shoulder area on each side to be oiled with 0-11 type oil.

I called Bickmore, and he said that you called Chidsey about a month ago and advised him to design the project on a 4-lane basis.

Very truly yours,

H. G. Smith
R.
H. G. Smith
Construction Engineer

HGS:AR

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Const
R/W
[illegible]

Salem, Oregon
May 23, 1952

Mr. W. C. Williams

Please cause to be made a very careful traffic survey of the Island City-La Grande Section to determine the traffic flow, including the number and character of the vehicles and the origin and destination of the traffic. Likewise, get full information on the speed of the traffic and a careful study of the past accidents and their causes, looking toward remedies to decrease them.

In making the plan for widening the road, make a plan for an ultimate four-lane facility which will, in all probability, involve an encroachment upon the railroad. Even though we do not build the four-lane facility now, with the growth of traffic it will probably be needed in the future and what we do now should fit into the over-all plan.

R. H. Baldock

RHB:hi
cc Mr. Chas. H. Reynolds

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Const
R/W
Wallowa Lake Hwy.

Salem, Oregon
May 8, 1952

Mr. H. G. Smith

In preparing your design for improving the Wallowa Lake Highway between La Grande and Island City, please base the design on a 24-foot pavement with 10-foot shoulders, and with three feet of the shoulder area on each side to be oiled with 0-11 type oil.

W. C. Williams

WCW:me

35-8304 Mitchell-Willow Creek Rock Pro-1953
duction Project on the Ochoco Hwy.
#3873 E. of Mitchell.

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R. H. Baldock

June 18th, 1954

FINAL COST ANALYSIS

Mitchell-Willow Creek Section
Contract #3873

Rogers Construction, Inc., Contractor
Alfred W. Bates, Resident Engineer

Ochoco Highway
Prefix 35-8304

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Crushed Rock in Stockpile	4,281.04	Cu. Yd.	$1.78	$2.90*	$ 7,620.25	$12,415.02
½"-¼" Crushed Rock in Stockpile	3,606.8	" "	1.78	2.90*	6,420.59	10,459.72
¼"-#10 Crushed Rock in Stockpile	3,263.52	" "	1.78	3.00*	5,809.56	9,790.56
¼"-0" Crushed Rock in Stockpile	1,625.13	" "	1.78	2.50*	2,892.73	4,062.83
Stockpile Haul Adjustment in Favor of State	56,248.2	Yd. Mi.		0.10		- 5,624.85
Stockpile Screen Rejects in Stockpile	1,476.2	Cu. Yd.		0.25	369.13	369.13
					$23,112.26	$31,472.41

* Bid price before stockpile haul adjustment.

Gross Revenue	$31,472.41
Total Cost	23,112.26
Net Profit	$ 8,360.15

Net Profit Equals 26.5% of Gross Revenue

Rogers Construction Co.

Detail of Cost

Labor:		
Labor & Supervision	$6,189.68	
Labor Insurance	405.24	
		$ 6,594.92
Equipment Rentals, Supplies & Misc.:		
Equipment Rentals (Owned)	$10,359.47	
Gas, Oil & Grease	2,078.10	
Drill & Shoot & Explosive	1,347.68	
Freight & Cartage	858.45	
P.L. & P.D. Insurance	69.32	
Small Tools & Misc. Supplies	356.59	
Bond	188.83	
Home Office & General Overhead	1,258.90	
		16,517.34
Total Cost		$23,112.26

Breakdown of Crushing Cost

Item	Quantity	Unit	Total Cost	Unit Cost
Move In & Set Up	12,776.49	Cu. Yd.	$ 3,050.50	$0.239
Drill & Shoot	"	" "	3,388.40	0.265
Load & Haul to Crusher	"	" "	4,629.20	0.362
Crushing	"	" "	8,052.47	0.63
Haul to Stockpile (At Plant)	"	" "	2,400.58	0.188
Stockpiling	"	" "	1,591.11	0.125
Total Cost			$23,112.26	$1.809
Less Revenue From Sale of Rejects - 1,476.2 Cu. Yd.				- 0.029
Actual Cost in Stockpile				$1.78

Actual crushing time was 137 hours, for an average production of 93.2 cu. yds. per hour.

Remarks:

This was a "State Project" calling for the crushing and stockpiling of approximately 12,000 cu. yds. of crushed rock in stockpiles. The contract was bid and awarded February 18th, 1953.

On June 13th, 1953, the contractor moved a three-crusher plant into a quarry located on the southerly side of the Ochoco Highway at Mile Point 87.4. Crushing started June 17th, 1953, and the project was completed June 27th, 1953.

The three-crusher crushing plant was fed with 3/4 cu. yd. shovel and two 6 cu. yd. Cumptors. All crushed rock was hauled with two 8 cu. yd. trucks. Due to swampy stockpile sites and soft haul roads into the stockpile areas all crushed materials were stockpiled at the crushing plant. The crushing plant operated 137 hours for an average production of 93.2 cu. yd. per hour.

Having high production on all crushed materials with good supervision and equipment, the contractor realized a nice profit from this project.

Oscar Cutler
Chief Cost Analyst

By . . K. T. Wechter

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OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 20, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
35-8304 3873-	3-final	ROGERS CONSTR. CO

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15706	B-74260	$ 1,092.73	8/20/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified completion Date: Aug. 15, 1953

Time Extensions: None

Completion Date: June 27, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-24-53 rec'd 8-25

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: 8-25-53

A. A. Wicklander

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35-2201
[illegible]

August 12, 1953

Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 3873 for rock production on the Mitchell-Willow Creek Section of the Ochoco Highway, Wheeler County, was completed by the contractor, Rogers Construction, Inc., on June 27 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $1,092.73 will be released to the contractor on or after August 22, 1953. The total contract amount is $31,472.41 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

8-12-53 gl

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1953
FOR FILING

35-53[illegible]

3873

R

July 27, 1953

The Fidelity & Casualty Co. of New York
60 Maiden Lane
New York 8, N.Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction, Inc. on contract No. 3873, covering Rock Production on the Mitchell-Willow Creek Section of the Ochoco Highway in Wheeler County. This payment, in the amount of $930.48 will be released to the contractor on or after August 6, 1953. The retained percentage is $939.58.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FH
cc - The Fidelity & Casualty Co. of New York
Pallett, Fisher & Carlo, Inc.
U.S. National Bank Bldg
Portland 4, Oregon

NOTED ON CARD
2-27-53

Form E-1—1084—11-51

35-8304

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 4, 1953

Section Mitchell - Willow Creek

Kind of work Rock Production

Highway Ochoco

Section prefix 35-8304

Contractor Rogers Construction Inc.

Contract number 3873

Date of contract February 18, 1953

Date of completion August 15, 1953

Date work started June 17, 1953

Estimated date of completion July 2, 1953

Amount of contract $ 37,097.50

Per cent of time elapsed 75 %

Estimated cost of completed project, exclusive of engineering $ 33,110.00

Per cent of contract completed, based on total contract price 93.2 %

Engineering cost to date $ 1,802.23, 63 %

Date project was completed 6-27 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor finished smoothing the piles and moved his equiptment out this week. The job is Complete.

Noted

NOTED
RAY WEBBER
FORREST COOPER

7/6/53

Signed Alfred M. Bates

Address Prineville, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			12,000		
Estimated quantities moved or placed to date			11,500		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			8		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels .....1....., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers .....1....., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear		
Tuesday	" "		
Wednesday	Clear		
Thursday	" "		
Friday	Clear		
Saturday			

State Printing 53362

RECEIVED
6 1953
FOR FILING

5- /

March 25, 1953

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, four fully executed copies of contracts which were awarded to you on February 18, 1953 by the State Highway Commission, as follows:

Contract No. 3860, for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas, Hood River and Wasco Counties.

Contract No. 3861, for the Parkdale Rock Production Project on the Mt. Hood and Hood River Highways in Hood River County.

Contract No. 3865, for grading and paving on the North Unit, Bend-Lapine Section of The Dalles-California Highway in Deschutes County.

Contract No. 3873, for rock Production on the Mitchell-Willow Creek Section of the Ochoco Highway in Wheeler County.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl
encls. 4

RECEIVED
FEB 20 1953
FOR FILING

[illegible]

3873

February 19, 1953

Rogers Construction Company
11760 N. E. Glison Street
Portland 16, Oregon

Gentlemen:

The State Highway Commission on February 18, 1953 awarded to you State Highway Contract No. 3873 for the Mitchell-Willow Creek Rock Production Project on the Ochoco Highway east of Mitchell, in Wheeler County. This award was based on your bid of $34,500.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

chr

cc H. G. Smith
S. H. Probert
W. M. Franswa, SIAC

Enclosure

S-63(3) E. Unit, Deschutes Co. Line- 1953
Prineville Sec., O'Neil Secon. Hwy.
#3874

RECEIVED
FOR FILING
5-63(3)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Sept. 4, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3874	6-Final	Durbin Brothers	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17193	B-75311	$ 2,803.89	9/3/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Allen
ACCOUNTING DIVISION

Specified completion Date: Oct. 15, 1953

Time Extensions: None

Completion Date: June 11, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-14-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 4 1953

NOTED ON CARD
9-4-53

RECEIVED
FOR FILING

September 1st, 1953

FINAL COST ANALYSIS

East Unit, Deschutes County Line-Prineville Section
Contract #3874
Grade, Surface & Oil
Durbin Brothers, Contractor
Alfred W. Bates, Resident Engineer

O'Neil Secondary Highway
Prefix 107-1018 S-63(3)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$ 1,618.81	$ 4,300.00
Struct. Exc., Unclass.	77.58	Cu. Yd.	2.00	1.82	140.94	155.16
Trench " "	248.6	" "	1.75	1.28	317.13	435.05
General " "	76,754.3	" "	0.28	0.31	23,787.80	21,491.20
Short Overhaul	236,963.2	Yd. Sta.	0.015	0.015	3,554.45	3,554.45
Long Overhaul	7,149.6	C-Yd. Sta.	0.40	0.40	2,859.84	2,859.84
Finish R/B & Slopes	4.57	Mile	550.00	440.54	2,013.21	2,513.50
12" Concrete Pipe	909	Lin. Ft.	1.80	1.56	1,419.79	1,636.20
18" " "	690	" "	3.65	3.42	2,362.26	2,518.50
72" Corr. Metal Pipe, Uncoated	52	" "	36.30	34.46	1,791.92	1,887.60
3"-0 Material in Base	9,366	Cu. Yd.	0.80	0.773	7,245.81	7,492.80
*3/4"-0 Material in Base and Shoulders	4,404	" "	3.40	3.40	14,973.60	14,973.60
*Sprinkling	1,339.16	M/Gal.	3.00	3.00	4,017.48	4,017.48
*Furnish & Place Aggregates	2,760	Cu. Yd.	4.50	4.50	12,420.00	12,420.00
*Furnish & Place 150-200 Asphalt	218.32	Ton	40.00	40.00	8,732.80	8,732.80
*Furnish & Place RS-1 Emulsified Asphalt	65.67	"	45.00	45.00	2,955.15	2,955.15
PA #1, Remove & Install Water System	All		150.00		138.71	150.00
					$90,349.70	$92,093.33

* Work done by Warren Northwest Co., Inc. at bid price.

NOTED
State Highway Engineer

Gross Revenue	$92,093.33
Total Cost	90,349.70
Net Profit	$ 1,743.63

Net Profit Equals 1.9% of Gross Revenue

Detail of Cost

Durbin Bros.

Labor:				
Labor & Supervision			$15,854.26	
Labor Insurance			1,159.98	$17,014.24
Materials:				
12" Concrete Pipe	909 Lin. Ft.	at $0.99	$ 899.90	
18" " "	690 " "	" 2.15	1,483.50	
72" Corr. Metal Pipe, Uncoated	52 " "	" 24.17	1,256.95	3,640.35
Equipment Rentals & Misc. Supplies:				
Equipment Rentals (Owned			$19,532.35	
Gas, Oil & Grease			2,841.46	
Powder			473.06	
Caps & Wire			179.43	
P.U.C.			131.47	
P.L. & P.D. Insurance			212.95	
Royalty on 3"-0 Material in Base at $0.11 per Cu. Yd.			584.76	
Freight & Cartage			586.00	
Small Tools & Misc. Supplies			578.95	
Bond			535.75	
Home Office & General Overhead			939.90	26,596.08
Cost				$47,250.67
Paid to Warren Northwest Co., Inc. (Subcontractor)				43,099.03
Total Cost				$90,349.70

Remarks:

This was a "Federal Aid Secondary Project" calling for the construction of 4.57 miles of highway roadbed with Type O-11 oil mat wearing surface. The contract was bid and awarded January 22nd, 1953, work was started February 16th, 1953, and the contract completed June 11th, 1953.

Clearing and grubbing was very light, consisting of scattered juniper trees and sagebrush. This item shows a nice profit.

General excavation was bid at common excavation prices. The cut at Station 710+00 ran about 40% large boulders and solid rock. Part of the rock they were able to rip. The rest had to be drilled and shot. All rock was moved with D-8 cats and scrapers. This item shows a loss.

Part of the pit run base was hauled from the specified gravel pit located on the northerly side of the relocated line between stations 687+00 and 708+50. In order to cut down haul on pit run base, approximately 4,500 cubic yards of pit run base was purchased from a private gravel deposit located south and adjacent to Station 820+00 at $0.11 per cubic yard.

All pit run base was hauled in DW-10's and DW-15's and handled on the road with #12 cat blade and 10-ton roller.

Warren Northwest Co., Inc. sublet the oiling at bid prices. All crushed materials were bought from the Cinder Hill Commercial Plant, located at M.P. 120.45 on the The Dalles-California Highway.

Having a low bid price on general excavation, the contractor realized only a small profit from this project.

E. H. Clymer
Chief Cost Analyst

By

K. T. Wechter

RECEIVED
AUG 24 1953
FOR FILING

S-43(2)

3-1

August 21, 1953

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Wash.

Gentlemen:

State Highway Contract No. 3874 for work performed on the East Unit, Deschutes County Line-Prineville Section of the O'Neil Highway in Crook County was completed by the contractor, Durbin Bros., on June 11 and was formally accepted by the Highway Commission on June 25, 1953.

Final payment in the amount of $2,803.89 will be released to the contractor on or after August 31, 1953. The total contract amount is $92,093.33 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Portland Branch Office

NOTED ON CARD
8-21-53

RECEIVED
JUL 31 1953
FOR FILING

S-([illegible])

20.14

July 30, 1953

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Durbin Bros. in connection with contract No. 3874, for grading and surfacing on the East Unit, Deschutes County Line-Prineville Section of the O'Neil Highway, Crook County.

This payment, in the amount of $13,901.92, will be released to the contractor on or after August 10, 1953. The retained percentage is $2,761.53.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Portland Branch Office

NOTED ON CARD
7-31-53

Form PR 2 (Revised 1950)

S-63(3)

3874

State Oregon

Federal Aid Secondary Project No. S-63(3)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of July, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of October, 1952, a program, which was approved on the 3rd day of November, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 7th day of January, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-five thousand and 00/100 dollars ($65,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 682+00 in the N 1/2, Section 28, T. 14 S., R. 15 E., W.M., and survey station 922+53.04 in the NW 1/4, Section 6, T. 15 S., R. 16 E., W.M., without exception,

, length 4.573 miles, in Crook County, being Oregon Federal Aid / Secondary project No. S-63(3), consisting of 4.573 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **sixty-five thousand and 00/100** dollars ($**65,000.00**), which does not exceed the authorized Federal pro rata share of **one hundred five thousand, sixty-two and 65/100** dollars ($**105,062.65**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurer**
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon** (Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)
Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

JUL 27 1953

RECEIVED
JUL 29 1953
DIVISION 8

Oregon State Highway Department

Federal Aid Secondary
Project No. S-63 (3)

EAST UNIT, DESCHUTES COUNTY LINE-PRINEVILLE SECTION OF THE O'NEIL HIGHWAY IN CROOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code 5231
Roadway (Sta. 682+00 to Sta. 922+53.04) (Contract No. 3874)

All Required		Clearing and Grubbing		$ 4,300.00
140	cu. yds.	Structural Excavation, Unclassified	$ 2.00	280.00
400	cu. yds.	Trench Excavation, Unclassified	1.75	700.00
80,000	cu. yds.	General Excavation, Unclassified	0.28	22,400.00
255,000	yd. stas.	Short Overhaul	0.015	3,825.00
10,000	C-yd. stas.	Long Overhaul	0.40	4,000.00
4.57	miles	Finishing Roadbed and Slopes	550.00	2,513.50
1,000	lin. ft.	12-inch Concrete Pipe	1.80	1,800.00
720	lin. ft.	18-inch Concrete Pipe	3.65	2,628.00
50	lin. ft.	72-inch Corrugated Metal Pipe	36.30	1,815.00
10,200	cu. yds.	3" - 0 Material in Base	0.80	8,160.00
5,100	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.40	17,340.00
400	M-gal.	Sprinkling	3.00	1,200.00
2,900	cu. yds.	Furnishing and Placing Aggregates	4.50	13,050.00
220	tons	Furnishing and Placing 150-200 Asphalt	40.00	8,800.00
60	tons	Furnishing and Placing RS-1 Emulsified Asphalt	45.00	2,700.00
			Subtotal	$ 95,511.50
			10% Engr. & Cont.	9,551.15
			Total	$105,062.65

Length of Roadway 4.573 miles
Cost per Mile $22,974.52

Federal Funds- -	$ 65,000.00
State Funds- -	40,062.65
	$105,062.65

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-63 (3)

EAST UNIT, DESCHUTES COUNTY LINE-PRINEVILLE SECTION OF THE O'NEIL HIGHWAY IN CROOK COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 10, 1952

Type Code 5231
Roadway (Sta. 682+00 to Sta. 922+53.04)

All Required		Clearing and Grubbing		$ 4,500.00
140	cu. yds.	Structural Excavation, Unclassified	$ 3.00	420.00
400	cu. yds.	Trench Excavation, Unclassified	3.00	1,200.00
80,000	cu. yds.	General Excavation, Unclassified	0.50	40,000.00
255,000	yd. stas.	Short Overhaul	0.015	3,825.00
10,000	C-yd. stas.	Long Overhaul	0.50	5,000.00
4.57	miles	Finishing Roadbed and Slopes	500.00	2,285.00
1,000	lin. ft.	12-inch Concrete Pipe	2.50	2,500.00
720	lin. ft.	18-inch Concrete Pipe	4.00	2,880.00
50	lin. ft.	72-inch Corrugated Metal Pipe	26.00	1,300.00
10,200	cu. yds.	3" - 0 Material in Base	1.15	11,730.00
5,100	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.50	12,750.00
400	M-gals.	Sprinkling	3.00	1,200.00
2,900	cu. yds.	Furnishing and Placing Aggregates	4.00	11,600.00
220	tons	Furnishing and Placing 150-200 Asphalt	40.00	8,800.00
60	tons	Furnishing and Placing RS-1 Emulsified Asphalt	42.00	2,520.00
			Subtotal	$112,510.00
			10% Engr. & Cont.	11,251.00
			Total	$123,761.00

Length of Roadway 4.573 miles
Cost per Mile $27,063.41

Federal Funds- -	$ 72,000.00
State Funds- -	51,761.00
	$123,761.00

RECEIVED
JUN 30 1953
FOR FILING

June 30, 1953

Mr. W. A. Kentner
655 East Norton
Bend, Oregon

Dear Mr. Kentner:

This is to acknowledge your letter of June 26 in which you state that Roy Grote owes you $445.00 for stockpiling rock on a section of highway about nine miles west of Prineville.

Our records show two contracts under way during May, 1953, on the O'Neil Secondary Highway west of Prineville. One of these is Contract No. 3727, awarded to C. R. O'Neil for work on the Middle Unit, Deschutes County Line-Prineville Section and the other one is Contract No. 3874, awarded to Durbin Bros. on the East Unit, Deschutes County Line-Prineville Section. Both of these contracts were completed June 11, 1953, and accepted by the Commission on June 25, 1953. Our records also show that Warren Northwest, Inc., acted as sub-contractor on both of these jobs, and it may be that Mr. Grote was acting as a sub to Warren Northwest.

Can you please tell us which of these contracts you worked on so that we can notify the proper contractor and his surety concerning your claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

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-1631

3774

[illegible] 3874 [illegible]

[illegible] 3727 [illegible]

Bend Ore
6/26/53

State Highway Comm'
Salem Ore

I started hauling cinders May 5, 53, for Roy Grote Redmond stockpiling & spreading on 9 mi stretch West of Prineville for Northwest Construction Co. Grote owes me $445 of which I have not received any money as yet I would like to know if he has received his money yet for this contract?

Yours Truly
W. A. Kentner 655 E Norton
Bend Ore

ne 11,
rineville

gineer

RECEIVED
FOR FILING

-63(3)
3874

June 16, 1953

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 11, 1953 on Contract No. 3874, East Unit, Deschutes County Line-Prineville Section, in connection with Federal Aid Project No. S-63 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp
cc: John Cattrall

M

Form E-1—1026—11-51

3-6[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 13, 1953

Section	East Unit, Deschutes Co. Line-Prineville	Kind of work	Grading & Oil Mat Surfacing
Highway	O'Neil Secondary	Section prefix	107-1018
Contractor	Durbin Brothers	Contract number	3874
Date of contract	February 19, 1953	Date of completion	October 15, 1953
Date work started	February 16, 1953	Estimated date of completion	June 11, 1953
Amount of contract	$103,623.77	Per cent of time elapsed	48 %

Estimated cost of completed project, exclusive of engineering . . . $98,500.00

Per cent of contract completed, based on total contract price . . . 93 %

Engineering cost to date	$7,283.70, 92 %	Date project was completed	June 11, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor finished the oiling on Wednesday and has been brooming the final seal.

NOTED
FORREST COOPER

NOTED
H. G. SMITH

NOTED
B. A. MARTIN

RECEIVED
JUN 15 [illegible]
OFFICE OF
CONSTRUCTION ENGINEER

Signed Alfred W. Bates

Address Prineville, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.57	4.57		4.57	
Miles partially completed					
Miles completed	4.57	4.57		4.57	
Total estimated quantities	76,000	13,500		259 Ton	
Estimated quantities moved or placed to date	76,000	13,500		259 Ton	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				13	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Loaders 1, Pressure Tank 1, Trucks 3

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Cloudy		
Friday	Rain		
Saturday			

FORM E-30 25M 9-51 52315

S-63(3)

3874

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 1st, 1953

SUBJECT:

To:

Mr. W. E. Chandler
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

The subcontract between Durbin Brothers and Warren Northwest, Inc. covering Items 12, 14, 15 and 16 on the East Unit, Deschutes County Line-Prineville Section, Contract #3874, Oregon S-63 (3), is approved, and you may so inform the interested parties.

Three copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:AR
Enc.

cc to: W. C. Williams
C. G. Polk - 2

RECEIVED
FOR FILING

[illegible]

3874

March 11, 1953

Durbin Bros.
2597 Roosevelt Blvd.
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3874, which was awarded to you on February 19, 1953 by the State Highway Commission, for grading and oil mat surfacing on the East Unit, Deschutes County Line-Prineville Section of the O'Neil Highway in Crook County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
[illegible] 1953
FOR FILING

S-63( )

3874

March 11, 1953

Durbin Bros.
2597 Roosevelt Blvd.
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3874, which was awarded to you on February 19, 1953 by the State Highway Commission, for grading and oil mat surfacing on the East Unit, Deschutes County Line-Prinsville Section of the O'Neil Highway in Crook County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
1953
FOR FILING

S-63 (3)

[illegible]

March 3, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 16, 1953, on Contract No. 3874, East Unit, Deschutes County Line-Prineville Section, in connection with Federal Aid Project No. S-63 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBF/sjc

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

RECEIVED
MAY 1953
FOR FILING

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

AGENDA
APR 8 1953

3C-11

Salem, Oregon
February 19, 1953

Durbin Bros.
2597 Roosevelt Blvd.
Eugene, Oregon

cc: Files ✓

The State Highway Commission today received satisfaction of condition governing award to you of contract for grading and oil mat surfacing on East Unit, Deschutes County Line-Prineville Section of O'Neil Secondary Highway in Crook County for which you submitted low bid on January 22, 1953. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer
OREGON STATE HIGHWAY COMMISSION

February 19, 1953

Durbin Brothers
4597 Roosevelt Boulevard
Eugene, Oregon

Gentlemen:

The State Highway Commission on ~~February 19,~~ January 22, 1953 accepted your proposal to grade and oil mat surface the East Unit, Deschutes County Line-Prineville Section of the O'Neil Secondary Highway in Crook County, for the sum of $95,511.50 and awarded on the same day contract No. 3874 to you since conditions governing the award have now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
W. M. Franswa, SIAC
S. H. Probert
Goldie Lewis

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

S-63(3)

3874

February 19, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-63(3), East Unit, Deschutes County Line-Prineville Section of the O'Neil Highway, we hereby concur as of this date in award of contract No. 3874 to Durbin Bros. of Eugene, Oregon, low bidder in the amount of $95,511.50 at the January 22, 1953 bid opening.

Very truly yours,

NOTED
W. C. WILLIAMS

C G Polk
C. G. POLK
District Engineer

RECEIVED
[illegible] 1953

RECEIVED
[illegible] 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 20 1953
FOR FILING

S-63(3)

3-74

February 19, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading, surfacing and oiling work on the East Unit of the Deschutes County Line-Prineville Section of the O'Neil Secondary Highway in Crook County, Project S-63 (3), to Durbin Bros. of Eugene, Oregon, on the basis of the bid of $95,511.50 submitted by them on January 22, 1953.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
FOR FILING
FORM E-30 25M 9-51 52315

S-63(-)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 19, 1953

SUBJECT: Deschutes County Line
Prineville Section
O'Neil Secondary Highway
Crook County

To: Mr. W. C. Williams
Ass't. Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

This is to advise that all rights of way on the above section have been secured and the contract may be awarded so far as this department is concerned.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

RECEIVED
FEB 20 1953
OFFICE OF
STATE HIGHWAY ENGINEER

FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT
S-63(3)
3874

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 7, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-63(3), Deschutes County Line-Prineville Section of the O'Neil Highway in Crook County have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED

I-FI-324(5) Turner Rd.-Battle Cr. Jct. 1953
Unit, Salem By-Pass Sec. of
#3875 Pac. Hwy. E.S. & N. of Salem

RECEIVED
MAR 20 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 16, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3875	18-Final	Roy L. Houck & Son	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5150	R-145984	$ 14,807.69	3/16/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: June 30, 1954

Time Extensions: to Nov. 30, 1954

Completion Date: Nov. 24, 1954

Date Accepted: June 30, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-19-56

To the Accounting Division:

Release of the above warrant is hereby authorized

HBGlaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]

Ruth Rawlings

RECEIVED
JUL 12 1955
FOR FILING

1-F1-324(5)
3875

July 11, 1955

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 3875 for work performed on the Turner Road-Battle Creek Junction Unit, Salem By-pass Section of the Pacific Highway East in Marion County was completed by the contractor, Roy L. Houck & Son, on November 24, 1954 and was formally accepted by the Highway Commission on June 30, 1955.

Final payment in the amount of $14,807.69 will be released to the contractor on or after July 21, 1955. The total contract amount is $471,460.04, of which amount $104.74 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

BY
Floyd Query, Assistant Secretary

gl

NOTED ON CARD

FORM E-123 SCM REVISED

RECEIVED
JUL 11 1955
FOR FILING

1-F1-324(5)

7

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
Secretary

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer
W. C. WILLIAMS
1st Asst. State Hwy. Engr.
W. W. STIFFLER
2nd Asst. State Hwy. Engr.
C. W. ENFIELD
Chief Counsel

July 11, 1955

Roy L. Houck & Son
1585 N. 20th St.
Salem, Oregon

Gentlemen:

The State Highway Commission at its meeting held on June 30 had under discussion your request for an extension of time from June 30, 1954 to November 30, 1954 within which to complete your contract No. 3875. for grading on the Turner Road-Battle Creek Junction Unit,Salem By-pass Section of the Pacific Highway East in Marion County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. [illegible]. Walker,
Division Engineer

Kenneth [illegible]. Bartel,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
JUN 29 1955
FOR FILING

1-11 3241(5
3875

8

June 28, 1955

Request for extension of time
No. 5
June 30 and July 1 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Ray L. Houck and Son for an extension of time on the Turner Road-Battle Creek Junction Unit, Pacific Highway East, Contract No. 3875, from June 30, 1954 to November 30, 1954.

Extremely bad weather conditions in a large cut immediately adjacent to the Southern Pacific Overcrossing seriously delayed the contractor in completing this section, as it was necessary to use unusual methods in attempting to drain the water from this cut.

While the delay did tend to hold up the paving contractor, we were able to open up the section at the anticipated time, and I therefore recommend that the extension be granted without penalty.

Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP lg

RECEIVED
JUN [illegible] 1955
FOR FILING

I-FI 324 (5)
3875

RECEIVED

June 7, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Turner Road-Battle Creek Junction, Contract No. 3875, Oregon I-FI-324 (5), from June 30, 1954 to November 30, 1954, to Roy L. Houck & Son, contractors.

Extremely bad water conditions in a large cut immediately south of the S.P. Overcrossing structure seriously delayed the contractor in completing this section, as it is necessary for him to use unusual methods endeavoring to drain the water from this cut.

While the delay did tend to hold up the paving contractor, we were able to open it up at the anticipated time, and I would, therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

RECEIVED
MAR 2 1955
FOR FILING

I-II 324 151

March 1, 1955

REGISTERED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Roy L. Houck & Son on contract No. 3875, for grading on the Turner Road-Battle Creek Junction Unit, Salem By-Pass Section of the Pacific Highway East in Marion County.

This payment, in the amount of $24,332.64, will be released to the contractor on or after March 11, 1955. The retained percentage is $14,123.27.

The state is not advised of any unpaid claims for labor or materials, or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

8

RECEIVED
FEB 22 1955
FOR FILING

I-FI-324 (5)
3075

February 16, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 24, 1954 on Contract No. 3075, Turner Road-Battle Creek Junction Unit, Salem By-Pass Section, in Marion County, in connection with Federal Aid Project No. FI-324 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DHP:bb
cc: John Cattrall

Form E-1—10M

I-F-2-324(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Feb. 5, 1955

Section Turner Road-Battle Cr. Jct.

Kind of work Grading

Highway Pacific (East)

Section prefix 24-1058

Contractor Roy L. Houser & Son

Contract number 3875

Date of contract Feb. 20, 1953

Date of completion June 30, 1954

Date work started Apr. 8, 1953

Estimated date of completion P, 19

Project authorization $568654.88

Per cent of time elapsed 1436 %

Exclusive of Engineering $528217.30

Estimated cost of completed project, exclusive of engineering $528217.30

Per cent of contract completed, based on total contract price 99 %

Engineering authorization $40437.68

Engineering cost to date $45735.00, 113.1 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No attempt as yet by contractor to wash and repair bridges.

NOTED
OSCAR CUTLER

NOTED
B. A. MARTIN

Signed Kenneth E. Baird

Address Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 77000

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.06	Topping	Leveling	RC-3	
Miles partially completed	—				
Miles completed	5.06				
Total estimated quantities	740000	128000	2800	12	
Estimated quantities moved or placed to date	646132	116770	3381	22.57	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Rain		
Tuesday	Rain A.M.		
Wednesday	Cloudy		
Thursday	Fog A.M. Cloudy P.M.		
Friday	Rain		
Saturday	Rain.		

RECEIVED
AUG 18 1954
FOR FILING

I-FI 324(5)

3875

Salem, Oregon
August 16, 1954

Mr. J. D. Walker

With reference to the Salem by-pass, it would seem to me that we should require Warren to start earlier on the completion of the present section from Hayesville to State Street, which would enable him to complete his work sooner. Please advise.

R. H. Baldock

RHB:hi

RECEIVED
AUG 18 1954
FOR FILING

I-FI-324(5)

3875

Salem, Oregon
August 16, 1954

Mr. J. D. Walker

With reference to the Salem by-pass, it would seem to me that we should require Warren to start earlier on the completion of the present section from Hayesville to State Street, which would enable him to complete his work sooner. Please advise.

R. H. Baldock

RHB:hi

FORM 2-30 20M 9-51 [illegible]

24-1058
24-1061

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1954

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Department

Dear Sir:

Herewith an estimated time schedule on the Salem By-Pass, which has been worked out between Resident Engineer Bartel, Grading Contractor Roy Houck and Paving Contractor Warren Northwest.

Houck estimates that the rock topping will be placed from the north end of the Turner Road-Battle Creek Junction Section, Station 290 to Station 378, or the present Turner Road, by August 20th. From Station 378 (Turner Road) to Station 504, the rock should be placed by September 15th. Rock from Station 504 to the south end of the project, Station 557, is already in place.

The paving contractor will begin placing their key rock immediately after Houck reaches Turner Road with his base rock, August 20th, Turner Road being the point that Warren enters the By-Pass from their paving plant and source of surfacing materials. The paving contractor assures us that he will begin operations immediately after Houck reaches Turner Road with his base. There remains some 34,000 tons of asphaltic concrete to lay. The contractor estimates 38 working days to lay this tonnage. He averaged well over 900 tons a day on the north end.

The contractor (Warren) estimates that he can have his key rock on from Station 290 to Turner Road and begin this paving by September 1st. If this is possible, he can complete paving by the October 15th deadline.

This estimate as worked up may be somewhat optimistic, as it contemplates favorable weather and a minimum of delay; however, given favorable circumstances it can be met.

Shoulder rock and incidentals can be completed subsequent to October 15th.

Yours very truly,

J. D. Walker
Division Engineer

JDW:AM
cc Mr. H. G. Smith
Mr. K. E. Bartel

FORM [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

I-F1-324(-)

November 20, 1953

3875 — Mr. Roy L. Houck & Son,
1585 N. 20th Street,
Salem, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

This letter is to call to your attention the necessity for careful handling of drainage on the Turner Road-Battle Creek Junction Section of the Salem By-Pass, Contract No. 3875, during the winter season.

Especially do we call to your attention drainage at the Southern Pacific overcrossing, where some fill slougn from an improperly drained cut has already occurred.

As contractor, it is your obligation and your direct liability to perform operations necessary to avoid undue erosion and especially damage to adjoining land or interests.

Your cooperation in this matter will be appreciated.

Yours very truly,

JDWalker

J. D. Walker,
Division Engineer.

JDW:AM
cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. K. E. Bartel

RECEIVED
1953
FOR FILING

I H-204

3795

August 5, 1953

Roy L. Houck & Son
1585 North 20th Street
Salem, Oregon

Re: Turner Road-Battle Creek Junction
Unit of Salem By-pass

Gentlemen:

Your contract for the grading of the Turner Road-Battle Creek Junction Unit of the Salem By-pass includes, in the "Schedule of Performance" on page 24 of the supplemental specifications, the following:

> "2. All earthwork required in connection with construction of the Pringle Road Undercrossing structure at Station 486+18 and all other work required to handle traffic past the structure site shall be completed not later than June 30, 1953.
>
> "3. All earthwork required in connection with the construction of the Battle Creek Grade Separation structure at L^{3S} Station 535+74 and the bridge at Station 317+12 shall be completed not later than July 31, 1953."

For no apparent reason other than your own convenience, you have failed to comply with these items of the contract. Your noncompliance is causing unnecessary delay, inconvenience, and cost to the State and to the State's contractor for these structures. This matter has been the subject of repeated conferences between our Division Engineer and yourself without any tangible results. You are directed to proceed immediately with the work in question and to complete the same without any further delay.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. G. S. Paxson
Mr. H. G. Smith
Mr. J. D. Walker

RECEIVED
1953
FOR FILING

I H1-[illegible]

2175

August 5, 1953

Roy L. Houck & Son
1585 North 20th Street
Salem, Oregon

Re: Turner Road-Battle Creek Junction
Unit of Salem By-pass

Gentlemen:

Your contract for the grading of the Turner Road-Battle Creek Junction Unit of the Salem By-pass includes, in the "Schedule of Performance" on page 24 of the supplemental specifications, the following:

> "2. All earthwork required in connection with construction of the Pringle Road Undercrossing structure at Station 486+18 and all other work required to handle traffic past the structure site shall be completed not later than June 30, 1953.
>
> "3. All earthwork required in connection with the construction of the Battle Creek Grade Separation structure at L^{35} Station 535+74 and the bridge at Station 317+12 shall be completed not later than July 31, 1953."

For no apparent reason other than your own convenience, you have failed to comply with these items of the contract. Your noncompliance is causing unnecessary delay, inconvenience, and cost to the State and to the State's contractor for these structures. This matter has been the subject of repeated conferences between our Division Engineer and yourself without any tangible results. You are directed to proceed immediately with the work in question and to complete the same without any further delay.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. G. S. Paxson
Mr. H. G. Smith
Mr. J. D. Walker

RECEIVED
.. 13 1953
FOR FILING

I-FI-324(5)

3875

April 10, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 8, 1953 on Contract No. 3875, Turner Road-Battle Creek Junction Unit, Salem By-pass Section, in connection with Federal Aid Project No. I-FI-324 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

RECEIVED
MAR 3 1953
FOR FILING

[illegible]

3875

March 2, 1953

Roy L. Houck & Son
1585 N. 20th St.
Salem, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3875 recently awarded to you by the State Highway Commission, for grading on the Turner Road-Battle Creek Junction Unit, Salem By-pass Section of the Pacific Highway East in Marion County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

File ✓

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

I-11-3-D
3875

February 20, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project I-FI-324(5), Turner Road-Battle Creek Unit, Salem By-pass Section of the Pacific Highway East, we hereby concur as of thisdate in award of Contract No. 3875 to Roy L. Houck and Son of Salem, Oregon, low bidder in the amount of $494,971.00 at the January 22, 1953 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED

SH

RECEIVED
FEB 24 1953
FOR FILING

I-FI-3-1)

3795

February 20, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and topping construction work on the Turner Road-Battle Creek Unit of the Salem By-pass in Marion County, Project I-FI-324 (5), to Roy L. Houck and Son of Salem, Oregon, on the basis of the bid of $494,971 submitted by them on January 22, 1953.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
MAY 21 1953
FOR FILING

AGENDA
APR 8 1953

3C-9

[illegible]

[illegible]

February 20, 1953

Roy L. Houck & Son
1585 North 20th Street
Salem, Oregon

Gentlemen:

The State Highway Commission on January 22, 1953 accepted your proposal for grading and selected roadbed topping on the Turner Road-Battle Creek Junction Unit of the Salem-By-pass Section of the Pacific Highway East in Marion County, for the sum of $4[illegible]4,[illegible]71.00, and on the same day awarded contract 3875 to you subject to clearance of right of way matters and receipt of concurrence from the Bureau of Public Roads. This note is to inform you that such condition has been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared for deliverance to you the early part of next week.

This confirms our telephone conversation of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: W. M. Franswa, SIAC
H. G. Smith
Goldie Lewis
S. H. Probert

Sig confirmed

E. R.

RECEIVED
FOR FILING

OREGON DISTRICT

1-FI-324(5)

3575

I-FI-324(5)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 7, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project I-FI-324 (5), Turner Road-Battle Creek Unit, Salem Bypass Section of the Pacific Highway East, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. POLK
District Engineer

By

A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

BFI-189(14) Deady-Winchester Unit, 1953
Deady-Shady Sec., Pacific
#3876 Hwy.

RECEIVED
NOV 14 1955
FOR FILING

RFI-15 (11)

3946

Salem, Oregon
November 14, 1955

Mr. G. E. Rohde
Assistant Attorney
Legal Department

Dear Mr. Rohde:

I am enclosing for your records a copy of Survey Resolution No. 131, adopted by the Oregon State Highway Commission on November 3, 1955, on the Deady-Winchester Unit of the Deady-Shady Section of the Pacific Highway in Douglas County.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure

RECEIVED
NOV 7 1955
FOR FILING

10-28-55

NOTED

RESOLUTION

WHEREAS, the State Highway Commission, prior to January 22, 1953, authorized and directed the State Highway Engineer to make and complete a final survey, as a throughway within the meaning of Chapter 226, Oregon Laws, 1947, of the Deady-Winchester Unit of the Deady-Shady Section of the Pacific Highway, and in connection therewith, to prepare maps showing the route and location of said unit of said section of said highway and to file said reports and records with the Commission for consideration; and

WHEREAS, prior to January 22, 1953, the State Highway Engineer filed with the Highway Commission a route survey, along with the field notes and other engineering data on said unit of said section, for the approval or disapproval of the Commission; and

WHEREAS the Commission, upon the filing of the said route survey, field notes and other engineering data by the State Highway Engineer, unanimously approved the route survey of the said unit and ordered that the same be constructed in accordance with the said route survey, unless otherwise directed or ordered by the Commission, and further ordered and directed that the said route survey of said unit be completed in accordance with and within the meaning and purpose of Chapter 226, Oregon Laws, 1947, known as the "Throughway Law" and the scope and purpose of that certain resolution, hitherto approved and adopted by the Highway Commission on November 3, 1948, which said resolution designated certain highways and sections thereof as "throughways"; and

WHEREAS it has been brought to the attention of the Commission that the minutes of the State Highway Commission, as kept by the secretary of the State Highway Commission, do not record the action of the Commission with respect to when the said route survey of the said Deady-Winchester Unit of the Deady-Shady Section of the Pacific Highway was formally and unanimously adopted, even though the Commission awarded a contract for the grading of said unit of said section on January 22, 1953, and said unit is now open to public travel.

THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission, all the members thereof being present and voting affirmatively as follows:

1. That the survey of the Deady-Winchester Unit of the Deady-Shady Section of the Pacific Highway, beginning at relocated Pacific Highway Engineer's Centerline Station 1928+81^3 South of Deady and extending in a southerly direction to relocated Pacific Highway Engineer's Centerline Station 2230+00 approximately 1.5 miles North of Winchester, together with the map which for identification purposes bear map file number 7-B-14-4, dated August, 1952, and the field notes and other engineering data submitted by the Highway Engineers, was unanimously approved by this Commission prior to January 22, 1953, and the same, together with any and all construction revisions, is hereby unanimously reapproved, and the State Highway Engineer and the State Highway Secretary hereby are directed to file and preserve the same in the records and files of the Commission in the State Highway Building at Salem, Oregon.

2. That all of the real property embraced within the limits of said survey, as shown on the said map 7-B-14-4, and between the above-mentioned relocated Pacific Highway Engineer's Centerline Stations is necessary for right of way for the purpose of relocating the said Deady-Winchester Unit of the Deady-Shady Section of the Pacific Highway in Douglas County, Oregon, and the adoption of this resolution shall reaffirm all previous real property purchases which have heretofore been made on said unit of said section and this resolution shall further constitute and be deemed instructions to the engineer to make available to the Legal and Right of Way Department any additional real property descriptions necessary for and in connection with the construction, relocation, or improvement of the said highway along and over said survey.

3. That the adopted survey of the above-described unit was made within the meaning and purpose of Chapter 226, Oregon Laws, 1947, commonly known as the "Throughway Law" and said survey was made within the scope and purpose of that certain resolution hitherto approved and adopted by the Highway Commission on November 3, 1948, which resolution designated certain highways and sections thereof as "throughways" and therefore the construction of the above said unit was accomplished pursuant to the instructions of the Highway Commission and within the meaning and scope of the said throughway law and resolution.

4. That this resolution be entered in the minutes and records of the Commission this ____ day of November, 1955.

FCM:bb
10/28/55

RECEIVED
AUG 25 1955
FOR FILING

August 19th, 1955

Deady-Winchester Unit
Contract #3876

[illegible] (14)

FINAL COST ANALYSIS
Grading
White Bros., Contractor
R. D. Asburry, Resident Engineer

NOTED
State Highway Engineer

Pacific Highway
Prefix 10-1072

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	$46,000	$	$ 12,912.31	$ 46,000.00
Struct. Excav., Unclass.	820.1	Cu. Yd.	3.00	2.99	2,454.98	2,460.30
Trench " "	518.3	" "	3.00	2.68	1,387.62	1,554.90
General Excav., Unclass.	620,908.1	" "	0.48	0.551	342,400.36	298,035.89
Short Overhaul	2,323,911	Yd. Sta.	0.01	0.011	26,698.39	23,239.11
Long "	102,966.2	C-Yd. Sta.	0.50	0.574	59,146.68	51,483.10
Finish R/B & Slopes	4.96	Mile	800.00	1,204.89	5,976.26	3,968.00
Rounding Cutbanks	9,861	Lin. Ft.	0.15	0.199	1,963.93	1,479.15
72" Corr. Metal Pipe	214	" "	40.00	41.92	8,969.81	8,560.00
6" Perf. Metal Pipe, Coated	220	" "	3.00	1.34	295.77	660.00
12" Concrete Pipe	927	" "	2.40	2.26	2,099.27	2,224.80
18" " "	1,494	" "	4.00	4.52	6,760.05	5,976.00
24" " "	186	" "	5.00	4.76	885.41	930.00
36" " "	180	" "	10.00	9.22	1,659.75	1,800.00
*Class "A" Concrete	148.94	Cu. Yd.	54.00	54.00	8,042.76	8,042.76
*Metal Reinforcement	24,440.2	Lb.	0.11	0.11	2,688.42	2,688.42
3"-0" Material in Surfacing	7,023	Cu. Yd.	2.20	1.37	9,602.23	15,450.60
3/4"-0" Material in Surfacing	2,320	" "	2.85	2.87	6,661.31	6,612.00
Sprinkling	395	M/Gal.	2.00	2.09	824.48	790.00
*PA #1, Cement Adjustment, Favor of State	10.37	Bbl.	4.81			- 49.88
Force Account					1,282.71	1,186.68
					$502,121.62	$483,091.83

* Work done by Hannan Bros.

Total Cost	$502,121.62
Gross Revenue	483,091.83
Net Loss	$ 19,029.79

Net Loss Equals 3.94% of Gross Revenue

Total Cost	$502,121.62
Gross Revenue	483,091.83
Net Loss	$ 19,029.79

Net Loss Equals 3.94% of Gross Revenue

Detail of Cost

Labor:

Labor	$212,732.14	
Labor Insurance	14,678.52	
Health & Welfare Contributions	1,335.79	$228,746.45

Permanent Materials:

72" Corr. Metal Pipe	214	Lin. Ft.	at	$28.85	$ 6,173.82	
72" Bands	10	Each	"	41.13	411.30	
6" Corr. Metal Pipe	220	Lin. Ft.	"	1.04	228.80	
6" Bands	9	Each	"	1.04	9.36	
12" Concrete Pipe	927	Lin. Ft.	"	0.86	797.22	
18" " "	1,494	Lin. Ft.	"	1.89	2,823.66	
24" " "	186	Lin. Ft.	"	2.69	500.34	
36" " "	180	Lin. Ft.	"	5.36	964.80	
3"-0" Material in Surfacing	7,023	Cu. Yd.	"	0.60	4,213.80	
3/4"-0" Material in Surfacing	2,320	" "	"	1.75	3,596.00	19,719.10

Equipment Rental & Misc. Supplies:

Owned Equipment	$150,648.96	
Rented Equipment (Not Operated)	83.25	
Gas, Oil & Grease	40,660.97	
Explosives	24,183.60	
Bond	3,623.19	
P.L. & P.D. Insurance	2,662.95	
Home Office & General Overhead	14,492.75	
Small Tools & Misc. Supplies	7,240.21	243,595.88

Subcontracts:

Hannan Bros.)	$ 10,061.19	10,061.19

Total Cost $502,121.62

Remarks:

This was a "Federal Aid Project" for the grading of 4.96 miles of the relocated Pacific Highway about 8 miles north of Roseburg in Douglas County. Bids were opened on January 22nd, 1953, and the contract was awarded to White Bros. Co. of Walla Walla, Washington.

The contractor started clearing on March 2nd, 1953 with a TD-18 dozer, a TD-24 dozer and a labor crew of 1 to 8 men. The clearing consisted of light brush with a heavy growth of willows along the creek banks. The clearing was finished in a short time, and a high bid on this item afforded a high profit.

The pipe laying crew consisted of 3 men with a foreman and a Northwest 25 (3/4 cu. yd.) dragline to excavate the trenches and handle the larger sizes of pipe. The box culvert was subcontracted to Hannan Bros.

The excavation was started on March 25th, 1953 by a TD-24 dozer pioneering haul roads for the scrapers. The common excavation was moved by a TD-24 and scraper, 3 Wooldridge Terra-Cobras pushed by a TD-24, a TD-18 dozer on the fill and a cat D-8 with a ripper when needed. When the Cobras could no longer load the material the contractor used an 80-D Northwest (2½ cu. yd.) shovel loading into 3 to 5 12 cu. yd. International trucks. When drilling was necessary it was done by 1 or 2 wagon drills and from 1 to 4 jackhammers with air supplied by a 500, a 315 and a 210 CFM compressor. The rock on the job consisted of sandstone in thin layers and deteriorated rapidly upon exposure to air.

When the contractor finished the major portion of the excavation on the adjoining Oakland Junction-Deady Project in September 1953 he moved his other 80-D to this project and used both of them until completion of the grading in July 1954. The job was shut down by winter weather from about the first of December 1953 until the middle of March 1954. The shovel work left the slopes and roadway in a relatively rough condition, and the contractor used considerable time and effort in the finishing work. Due to the slacking of the recently exposed sandstone a large amount of barring down of the slopes was necessary. The contractor used a TD-24 with scraper, a TD-18 dozer, 2 Adams blades and a crew of 4 men when needed on the finishing work.

The project was finished on August 14th, 1954. The excavation consisted of considerably more rock that required shooting than had been anticipated by the contractor, and the loss on this item caused a loss on the job.

Oscar Cutler
Chief Cost Analyst

By . . Curtis H. Baker

BFS – 187(14)

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 20, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3876	18-Final	White Bros. Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
7858	R-120913	$ 14,581.32	4/20/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: May 31, 1954

Time Extensions: to Aug. 14, 1954 without penalty

Completion Date: Aug. 14, 1954

Date Accepted: Dec. 7, 1954

Penalties: None of record

Claims: We have recorded a claim filed by Specialized Parts & Equipment in the amount of $370.41. The Surety Company has been notified in usual manner.

Remarks:

Date: 4-21-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: APR 21

Ruth Rawlings

RECEIVED
FEB 24 1955
FOR FILING

BFI - 18[illegible]
3[illegible]

February 24, 1955

REGISTERED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No.3876 for work performed on the Deady-Winchester Unit, Deady-Shady Section of the Pacific Highway in Douglas County was completed by the contractor, White Bros. Company, on August 14 and was formally accepted by the Highway Commission on December 7, 1954.

Final payment in the amount of $14,581.32 will be released to the contractor on or after March 7, 1955. The total contract amount is $1[illegible]3,[illegible]91.83, of which amount $1,186.68 represents force account items.

There is a claim filed against this project by Specialized Parts & Equipment in the sum of $370.41, of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

Liens [illegible]

RECEIVED
NOV 24 1954
FOR FILING

[illegible]

BFI - 184(4)
3-6

November 23, 1954

General Casualty Company of America
Portland Branch Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Dillard Motor Company, Inc., against White Contractors for equipment parts and labor furnished to the contractor on State Highway Contracts Nos. 374[illegible] for grading and paving the Oakland Junction–Deady Unit of the Chenoweth Park–Deady Section of the Pacific Highway in Douglas County and 3[illegible]76 for grading the Deady–Winchester Unit of the Deady–Shady Section on the Pacific Highway also in Douglas County. This claim is in the amount of $379.41.

We furnish this information as your company appears as surety on the performance bonds furnished with the above mentioned contracts. The claim is not split as to the amount applicable to each contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:mdm 11/22
Attach.

cc - White Bros. Co.
Third and Sumach Streets
Walla Walla, Washington

Mailed on (date)

11-23-54

RECEIVED
NOV 24 1954
FOR FILING

[illegible]
3876

November 23, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

We acknowledge with thanks your letter of November 18 to which was attached three copies of a claim filed with your office by Dillard Motor Company, Inc., against White Brothers Company for equipment parts and labor furnished for State Highway Contracts Nos. 3749 and 3876. The claim is in the sum of $370.41 and bears your file No. 3466.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm 11/22

NOTED ON CARD
11-23-54

RECEIVED
NOV 23 1954
FOR FILING

BFI - 159(14)
3876

Williams

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

November 18, 1954

NOTED
W. C. WILLIAMS

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from J. F. Dillard, President, Specialized Parts & Equp. Co., 312 N. Stephens Street, Roseburg, Oregon, and filed as of this date a notice of claim by Specialized Parts & Equipment Co., division of "Si" Dillard Motor Co., Inc., for equipment parts & labor (said parts being of a clas (4) type, parts not returnable to the factory and not normally carried in stock and ordered specifically for and at the request of the contractors agent) in the sum of $370.41 against the bond taken from White Brothers Company and The General Casualty Company for the work of highway construction known as contract #3749 and contract #3876.

Our file No. 3466.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By /s/ Geo. C. Stephens
Clerk, Notarial Division

COPY

NF:K
Enc.

5171

1473

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Bond Issue Project No. BFI-189(17)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of November, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of February, 1954, a program, which was approved on the 11th day of March, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved ~~recommended for approval~~ by the District Engineer of the Bureau of Public Roads on the 17th day of March, 1954; and

Whereas the District ~~Division~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred seventy-eight thousand and 00/100 dollars ($178,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of bonds as follows:

act of legislature by which authorized)

~~(b) From other sources~~

Authorized by Chapter	Oregon Laws	Amount	Date of Issue	Beginning Date of Maturities
491	1951	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
491	1951	15,000,000	Mar. 1, 1952	Mar. 1, 1953
491	1951	10,000,000	Mar. 1, 1953	Mar. 1, 1954
20	1953	32,000,000	Sept. 1, 1953	Sept. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1888+00 in the SE 1/4, Section 30, T. 25 S., R. 5 W., W.M., and survey station 2292+54.0 in the NE 1/4, Section 25, T. 26 S., R. 6 W., W.M., except stations 1968+41 - 1969+29, 2034+65.3 - 2035+65.3, 2061+91 - 2064+13, and 2114+30.52 - 2116+71.52,

______, length 5.581 miles, in Douglas County,

being Oregon Federal Aid / Bond Issue project No. BFI-189(17), consisting of 5.581 miles of

roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

OCT 5 1954

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

one hundred seventy-eight thousand and 00/100

dollars ($178,000.00), which does not exceed the authorized Federal pro rata share of

two hundred eighty-eight thousand, seven hundred seventy-four and 20/100

dollars ($288,774.20), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal Funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By ~~Acting~~ *Division Engineer,*
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5

A4.62

OCT 5 1954
ON DISTRICT

Oregon State Highway Department

Federal Aid Project
No. BFI-189 (17)

DEADY-WINCHESTER SECTION

OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 13, 1954

Type Code 6201
2-Lane Roadway (Sta. 1888+00 to Sta. 2268+00)(Sta. 2281+98 to Sta. 2292+54)
(Contract No. 4157)

150	cu. yds.	Structural Excavation, Unclassified	$ 4.00	$ 600.00
550	cu. yds.	General Excavation, Unclassified	0.75	412.50
1,700	lin. ft.	8-inch Perforated Metal Drain Pipe	2.25	3,825.00
120	cu. yds.	3/8" - 0 Backfill in Drains	4.00	480.00
3	only	Concrete Catch Basins	100.00	300.00
40	only	Corrugated Metal Sight Posts	3.25	130.00
600	lin. ft.	Metal Guard Rail	3.50	2,100.00
50,600	cu. yds.	3" - 0 Material in Base	1.65	83,490.00
12,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.90	23,750.00
1,600	M-gal.	Sprinkling	2.50	4,000.00
900	cu. yds.	3/4" - 0 Material in Binder Course	3.00	2,700.00
140	tons	RC-3 Asphalt in Binder Course	40.00	5,600.00
17,500	tons	Class "B" Asphaltic Concrete	5.55	97,125.00
1,500	cu. yds.	Aggregate in Oil Mat Wearing Surface	3.25	4,875.00
120	tons	150-200 Asphalt in Oil Mat Wearing Surface	45.00	5,400.00
34	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	1,530.00
160	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	160.00
			Subtotal	$236,477.50
			10% Engr. & Cont.	23,647.75
			Total	$260,125.25

Length of Roadway	5.316 miles
Length of 5 Structures	0.123 mile
Total Length	5.439 miles
Cost of Roadway per Mile	$48,932.51

Type Code 6201
4-Lane Roadway (Sta. 2268+00 to Sta. 2281+98.00)(Contract No. 4157)

5,400	cu. yds.	3" - 0 Material in Base	$ 1.65	$ 8,910.00
1,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.90	2,850.00
200	M-gal.	Sprinkling	2.50	500.00
100	cu. yds.	3/4" - 0 Material in Binder Course	3.00	300.00
20	tons	RC-3 Asphalt in Binder Course	40.00	800.00
2,040	tons	Class "B" Asphaltic Concrete	5.55	11,322.00
170	cu. yds.	Aggregates in Oil Mat Wearing Surface	3.25	552.50
14	tons	150-200 Asphalt in Oil Mat Wearing Surface	45.00	630.00
4	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	180.00
			Subtotal	$ 26,044.50
			10% Engr. & Cont.	2,604.45
			Total	$ 28,648.95

Length of Roadway 0.265 mile
Cost of Roadway per Mile $108,109.24

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$260,125.25	$160,341.00	$ 99,784.25
4-Lane Roadway	28,648.95	17,659.00	10,989.95
	$288,774.20	$178,000.00	$110,744.20

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951; Chap. 20, laws 1953.

State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. BFI-189 (17)

DEADY-WINCHESTER SECTION

OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 16, 1954

2268+00 2281+98

Type Code 6201
2 Lane Roadway (Sta. 1888+00 to Sta. 2272+00)(Sta. 2273+97.04 to Sta. 2292+54)

150	cu. yds.	Structural Excavation, Unclassified	$ 3.00	450.00
550	cu. yds.	General Excavation, Unclassified	1.00	550.00
1,700	lin. ft.	8-inch Perforated Metal Drain Pipe	2.50	4,250.00
120	cu. yds.	3/8" - 0 Backfill in Drains	6.00	720.00
3	only	Concrete Catch Basins	75.00	225.00
40	only	Corrugated Metal Sight Posts	3.00	120.00
600	lin.ft.	Metal Guard Rail	2.75	1,650.00
50,600	cu. yds.	3" - 0 Material in Base	1.65	83,490.00
12,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.10	26,250.00
1,600	M-gal.	Sprinkling	3.00	4,800.00
900	cu. yds.	3/4" - 0 Material in Binder Course	3.25	2,925.00
140	tons	RC-3 Asphalt in Binder Course	40.00	5,600.00
17,500	tons	Class "B" Asphaltic Concrete	5.60	98,000.00
1,500	cu. yds.	Aggregate in Oil Mat Wearing Surface	3.50	5,250.00
120	tons	150-200 Asphalt in Oil Mat Wearing Surface	38.00	4,560.00
34	tons	RS-1 Asphalt in Oil Mat Wearing Surface	40.00	1,360.00
160	lin. ft.	2½ inch Asphaltic Concrete Traffic Markers	1.00	160.00
		Subtotal		$240,360.00
		10% Engr. & Cont.		24,036.00
				$264,396.00

Length of Roadway	5.316 miles
Length of 5 Structures	0.123 miles
Total length	5.439 miles
Cost of Roadway per Miles	$49,735.89

2268+00 2281+98

Type Code 6201
4 Lane Roadway (Sta. 2272+00 to Sta. 2273+97.04)

5,400	cu. yds.	3" - 0 Material in Base	1.65	8,910.00

1,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.10	3,150.00
200	M-gal.	Sprinkling	3.00	600.00
100	cu. yds.	3/4" - 0 Material in Binder Course	3.25	325.00
20	tons	RC-3 Asphalt in Binder Course	40.00	800.00
2,040	tons	Class "B" Asphaltic Concrete	5.60	11,424.00
170	cu. yds.	Aggregates in Oil Mat Wearing Surface	3.50	595.00
14	tons	150-200 Asphalt in Oil Mat Wearing Surface	38.00	532.00
4	tons	RS-1 Asphalt in Oil Mat Wearing Surface	40.00	160.00
		Subtotal		$26,496.00
		10% Engr. and Cont.		2,649.60
		Total		$29,145.60

Length of Roadway 0.265 mile
Cost of Roadway per mile $109,983.39

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2 Lane Roadway	$264,396.00	$163,029.00	$101,367.00
4 Lane Roadway	29,145.60	17,971.00	11,174.60
	$293,541.60	$181,000.00	$112,541.60

RECEIVED
NOV 16 1954
FOR FILING

November 15, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to White Bros. Company on contract No. 3 76, covering grading on the Deady-Winchester Unit, Deady-Shady Section of the Pacific Highway in Douglas County. This payment, in the amount of $598.53 will be released to the contractor on or after November 26, 1954. The retained percentage is $14,490.02.

There is a claim filed against this project by Specialized Parts and Equipment of which you have been previously notified, in the amount of $370.41.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD

11-15-54

Form E-1—10M

8FT-187(14)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 30, 19 54

Section Deady-Winchester	Kind of work Grading
Highway Pacific	Section prefix 10-1072
Contractor White Bros.	Contract number 3876
Date of contract February 20, 19 53	Date of completion May 31, 19 54
Date work started March 2, 19 53	Estimated date of completion August 14, 19 54
Project authorization $ 600,471.56 Exclusive of Engineering $ 557,771.36	Per cent of time elapsed 115 %

Estimated cost of completed project, exclusive of engineering $ 517,100.20

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 42,700.20

Engineering cost to date $ 34,159.75, 80 %

Date project was completed 8 - 14, 19 54

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This is the last weekly report to be submitted on this project. Semi-Final was submitted to the Division Office Wednesday of this week.

NOTED
B. A. MARTIN

RECEIVED
NOV 1 1954
OFFICE OF
CONSTRUCTION ENGINEER

Signed R. D. Asbury

Address Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 77060

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.96				
Miles partially completed					
Miles completed	4.96				
Total estimated quantities	620,809	9,343			
Estimated quantities moved or placed to date	620,809	9,343			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	Foggy A.M. Fair P.M.		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
OCT 11 1954
FOR FILING

October 11, 1954

White Bros. Co.
Third & Sumach Sts.
Walla Walla
Washington

Gentlemen:

The State Highway Commission at its meeting held on September 23 had under discussion your request for an extension of time, from May 31 to August 14, 1954, within which to complete your contract No. 3876 for grading on the Deady-Winchester Unit, Deady-Shady Section of the Pacific Highway in Douglas County.

I am pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

Raymon Asbury,
Resident Engineer

R. G. Smith,
Construction Engineer

RECEIVED
OCT 5 - 1954
FOR FILING
FORM 230—50M—4-54—74386

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 4, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

The newly completed Pacific Highway from Deady to a connection just northerly from Booth Bridge at Winchester will be open to traffic at 10 a.m., October 6, 1954.

With the opening of this section, the new highway will be in service from just south of Turkey Hill to Winchester.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc: W. W. Stiffler
E. A. Collier
Tom Edwards

RECEIVED
OCT 1 - 1954
FOR FILING

September 30, 1954

General Casualty Company of America
Portland Service Office
[illegible] 4th Ave.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to [illegible] a portion of the funds heretofore retained by the Commission on contract No. 3170, covering grading on the [illegible]eady-Winchester Unit, [illegible] Section of the Pacific Highway in Douglas County.

This payment, in the amount of $9,413.33 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $14,471.50. The present payment will be released on or after October 9, 1954.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - General Casualty Co. of America
Mansfield & Co.
302 Lewis Bldg.
Portland, Oregon

NOTED ON CARD
9-30-54

RECEIVED
OCT 21 1954
FOR FILING

RFI-189(14)
[illegible]

COPY

September 28, 1954

Specialized Parts & Equipment
312 North Stephens Street
Roseburg, Oregon

Attention: Mr. R. A. Hennessey

Gentlemen:

This is in reply to your letter of September 23rd concerning a bill owed to you by White Brothers Company in the amount of $370.41 for equipment parts.

White Brothers have been awarded two contracts in your vicinity one known as Contract No. 3749 for work on the Oakland Junction-Deady Unit and the other known as Contract No. 3876 for work on the Deady-Shady Section. Both of these sections are on the Pacific Highway and are in Douglas County. Contract No. 3876 was completed August 14, while Contract No. 3749 is still uncomplete.

The General Casualty Company, 302 Lewis Building, Portland 4, furnished the performance bond for both of these contracts. These bonds assure completion of the work and payment of all bills incurred in the contracts.

If you wish to protect you claim for a period longer than six months following completion and acceptance of thest contracts, it is suggested that you file your claim with the Secretary of State. We have attached excerpts from the Oregon Laws outlining the necessary procedure. In the meantime your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

C
O
P
Y

September 28, 1954

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter from Specialized Parts and Equipment Company, 312 North Stephens Street, Roseburg, in which they state that White Brothers Construction Company owes them the sum of $370.41 for equipment parts. They claim that these are parts which they were requested to purchase by the contractor and not returnable to the factory with the understanding that the contractor would pay for all of the parts purchased.

The claim apparently pertains to two contracts -- No. 3876 for work on the Deady-Winchester Unit and No. 3749 on the Oakland Junction-Deady Unit. Both of these units are on the Pacific Highway in Douglas County.

We provide this information as your company appears as surety on the performance bonds furnished with the two contracts mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Mansfield and Company
302 Lewis Building
Portland 4, Oregon

White Bros. Co.
3rd & Sumach Streets
Walla Walla, Wash.

C
O
P
Y

SPECIALIZED PARTS AND EQUIPMENT

312 N. Stephens Street

Telephone 3-4426

ROSEBURG, OREGON

September 23, 1954

State Highway Commission
Salem, Oregon

Re: White Bros. Construction Co.

Gentlemen:

This is to bring to your attention a bill owed to us by the above named contractor in the amount of $370.41; a bill which they have refused to honor.

This bill was contracted for by the equipment superintendent of the above contractors and consists of class (4) parts (Parts not returnable to the factory and not normally carried in stock) which he requested that we carry in stock for the servicing of their equipment.

We agreed to carry the specified parts with the stipulation that they would purchase all of the those specified parts that remained when their job was completed or when their equipment was moved on. This they agreed to do.

It is now evident that the above company does not intend to live up to their agreement, and therefor, we would like to have you advise us in this matter.

Sincerely yours,
Specialized Parts & Equipment Co.

R. A. Hennessey-Secretary

RECEIVED
SEP 22 1954
FOR FILING

September 21, 1954

Oregon State Highway Commission

Request for extension of time
No. 23
September 23 and 24 meeting.

Gentlemen:

Herewith is a request from White Brothers for an extension of time on the Deady-Winchester Project, Contract No. 3676, from May 31, 1954 to August 14, 1954, inclusive.

Extremely adverse weather conditions in the spring of 1953 materially delayed the contractor, and, in addition, the contractor was requested by Mr. Paxson, bridge engineer, to defer filling against any of the bridges until they were completed. He coordinated his work with the paving contractor in order that the paving might not be delayed, and none of his operations hindered the paving contractor.

I, therefore, recommend the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in that recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith

RECEIVED
SEP 15 1954
FOR FILING

September 15, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Deady-Winchester Contract No. 3876, Oregon BFI-189 (14) from May 31, 1954 to August 14, 1954, to White Brothers, contractors.

Extremely adverse weather conditions in the spring of 1953 materially delayed the contractor and in addition the contractor was requested by Mr. Paxson, Bridge Engineer, to defer filling against any of the bridges until they were completed. This also caused some delay to the prime contractor. He coordinated his work with the paving contractor and in order that the paving might not be delayed. None of his operations hindered the surfacing contractor and that project will be completed as originally scheduled. I, therefore, recommend the extension without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Acting State Highway Engineer

EAP:js

cc H. G. Smith

RECEIVED
AUG 25 1954
FOR FILING

BFI-139(14)
3876

August 23, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 14, 1854 on Contract No. 3876, Deady-Winchester Unit, Deady-Shady Section, in Douglas County, in connection with Federal Aid Project No. BFI-139 (14).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:dw

cc: John Cattrall

RECEIVED
MAY 25 1954
FOR FILING

May 24, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Deady-Winchester Contract No. 3876, Oregon BFI-189 (14), from May 31, 1954 to July 10, 1954, to White Brothers Construction Company, contractors.

Wet weather in the spring of 1953, plus the request from the Department that the contractor not construct any fills at bridge ends until the structures were completed would tend to delay the contractor. As the project is now scheduled the overrun in time would not inconvenience the surfacing and paving contractor, and I therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Proceeds of bonds as follows:
(Include date and citation of act of legislature by which authorized)

Authorized by Chapter	Oregon Laws	Amount	Date of Issue	Beginning Date of Maturities
~~(b) From other sources~~				
491	1951	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
491	1951	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
491	1951	$10,000,000	Mar. 1, 1953	Mar. 1, 1954
20	1953	$32,000,000	Sept. 1, 1953	Sept. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1914+40 in the NE 1/4, Section 31, T. 25 S., R. 5 W., W.M., and survey station 2286+00 in the NE 1/4, Section 25, T. 26 S., R. 6 W., W.M., without exception.

, length 5.080 miles, in Douglas County, being Oregon Federal Aid / Bond Issue project No. BFI-189(14), consisting of 4.953 miles of roadway and six bridges, each of more than 20 feet clear span, 0.127 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of four hundred eighty-seven thousand and 00/100 dollars ($487,000.00), which does not exceed the authorized Federal pro rata share of seven hundred eighty-six thousand, seven hundred eighty-nine and 85/100 dollars ($786,789.85), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

MAY 3 1954

RECEI
APR
DIVISION 8

Oregon State Highway Department

Federal Aid Project
No. BFI-189 (14)

DEADY-WINCHESTER SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 25, 1954

Type Code 0010
Roadway (Sta. 1914+40 to Eq. 2117+13.92 = 2220+59.42 to Sta. 2286+00)
(Contract No. 3876)

All Required		Clearing and Grubbing		$ 46,000.00
770	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,310.00
170	cu. yds.	Trench Excavation, Unclassified	3.00	510.00
676,300	cu. yds.	General Excavation, Unclassified	0.48	324,624.00
2,712,000	yd. sta.	Short Overhaul	0.01	27,120.00
135,300	C-yd.sta.	Long Overhaul	0.50	67,650.00
4.96	miles	Finishing Roadbed and Slopes	800.00	3,968.00
13,000	lin. ft.	Rounding Cutbanks	0.15	1,950.00
240	lin. ft.	72-inch Corrugated Metal Pipe	40.00	9,600.00
170	lin. ft.	6-inch Perforated Metal Drain Pipe	3.00	510.00
600	lin. ft.	12-inch Concrete Pipe	2.40	1,440.00
1,070	lin. ft.	18-inch Concrete Pipe	4.00	4,280.00
160	lin. ft.	18-inch Extra Strength Concrete Pipe	4.50	720.00
200	lin. ft.	24-inch Concrete Pipe	5.00	1,000.00
120	lin. ft.	36-inch Concrete Pipe	10.00	1,200.00
12	cu. yds.	3/8" - 0 Backfill in Drains	6.00	72.00
150	cu. yds.	Class "A" Concrete	54.00	8,100.00
23,600	lbs.	Metal Reinforcement	0.11	2,596.00
6,500	cu. yds.	3" - 0 Material in Surfacing	2.20	14,300.00
2,050	cu. yds.	3/4" - 0 Material in Surfacing	2.85	5,842.50
180	M-gal.	Sprinkling	2.00	360.00
			Subtotal	$524,152.50
			10% Engr. & Cont.	52,415.25
			Total	$576,567.75

Type Code X220
Rogers Road Overcrossing (Sta. 1968+41 to Sta. 1969+29)
(Contract No. 3904)

80	cu. yds.	Structural Excavation	$ 12.00	$ 960.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00

200	cu. yds.	Class "A" Concrete	$ 63.00	$ 12,600.00
44,000	lbs.	Metal Reinforcement	0.11	4,840.00
75	lin. ft.	6-inch Metal Drain Pipe	3.00	225.00
				$ 18,825.00

Type Code X221
North Wilbur Overcrossing (Sta. 2034+65.3 to Sta. 2035+65.3)
(Contract No. 3904)

35	cu. yds.	Structural Excavation	$ 10.00	$ 350.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
750	lin. ft.	Furnish Piling	5.00	3,750.00
24	only	Drive Piles	55.00	1,320.00
190	cu. yds.	Class "A" Concrete	68.00	12,920.00
46,000	lbs.	Metal Reinforcement	0.11	5,060.00
75	lin. ft.	6-inch Metal Drain Pipe	3.00	225.00
				$ 23,825.00

Type Code X421
Sutherlin Creek Bridge (Sta. 2061+91.0 to Sta. 2064+13.0)
(Contract No. 3904)

130	cu. yds.	Structural Excavation	$ 12.00	$ 1,560.00
10	cu. yds.	Excavation Below Elevation Shown	12.00	120.00
1,000	lin. ft.	Furnish Piling	5.00	5,000.00
52	only	Drive Piles	50.00	2,600.00
510	cu. yds.	Class "A" Concrete	69.00	35,190.00
113,000	lbs.	Metal Reinforcement	0.11	12,430.00
35	lin. ft.	6-inch Metal Drain Pipe	3.00	105.00
				$ 57,005.00

Type Code X521
Wilbur Overcrossing (Sta. 2114+30.52 to Sta. 2116+71.52)
(Contract No. 3892)

200	cu. yds.	Structural Excavation	$ 10.00	$ 2,000.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
610	cu. yds.	Class "A" Concrete	68.00	41,480.00
132,000	lbs.	Metal Reinforcement	0.11	14,520.00
60	lin. ft.	6-inch Metal Drain Pipe	3.00	180.00
				$ 58,380.00

Type Code X721
Winchester Road Undercrossing (Sta. 2285+22.02)(Contract No. 3934)

160	cu. yds.	Structural Excavation	$ 6.00	$ 960.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
348	cu. yds.	Class "A" Concrete	67.00	23,316.00

72,000	lbs.	Metal Reinforcement	$ 0.12	$ 8,640.00
20	lin. ft.	6-inch Metal Drain Pipe	3.00	60.00
				$ 33,076.00

Subtotal	$191,111.00
10% Engr. & Cont.	19,111.10
Total	$210,222.10

Length of Roadway	4.953 miles
Length of 5 Structures	0.127 mile
Total Length	5.080 miles
Cost of Roadway per mile	$116,407.78

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$576,567.75	$356,879.00	$219,688.75
Structures	210,222.10	130,121.00	80,101.10
	$786,789.85	$487,000.00	$299,789.85

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951; Chap. 20, laws 1953

State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid
Project No. HFI-189 (1A)

DEADY-WINCHESTER SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 29, 1953

Type Code 0010
Roadway (Sta. 1914+40 to Eq. 2117+13.92 - 2220+59.42 to Sta. 2286+00)
(Contract No. 3676)

All Required		Clearing and Grubbing		$ 46,000.00
770	cu.yds.	Structural Excavation, Unclassified	$ 3.00	2,310.00
170	cu.yds.	Trench Excavation, Unclassified	3.00	510.00
676,300	cu.yds.	General Excavation, Unclassified	0.48	324,624.00
2,712,000	yd.stas.	Short Overhaul	0.01	27,120.00
135,300	C-yd.stas.	Long Overhaul	0.50	67,650.00
4.96	miles	Finishing Roadbed and Slopes	800.00	3,968.00
13,000	lin.ft.	Rounding Cutbanks	0.15	1,950.00
240	lin.ft.	72" Corrugated Metal Pipe	40.00	9,600.00
170	lin.ft.	6" Perforated Metal Drain Pipe	3.00	510.00
600	lin.ft.	12" Concrete Pipe	2.40	1,440.00
1,070	lin.ft.	18" Concrete Pipe	4.00	4,280.00
160	lin.ft.	18" Extra Strength Concrete Pipe	4.50	720.00
200	lin.ft.	24" Concrete Pipe	5.00	1,000.00
120	lin.ft.	36" Concrete Pipe	10.00	1,200.00
12	cu.yds.	3/8" - 0 Backfill in Drains	6.00	72.00
150	cu.yds.	Class "A" Concrete	54.00	8,100.00
23,600	lbs.	Metal Reinforcement	0.11	2,596.00
6,500	cu.yds.	3" - 0 Material in Surfacing	2.20	14,300.00
2,050	cu.yds.	3/4" - 0 Material in Surfacing	2.85	5,842.50
180	M-gals.	Sprinkling	2.00	360.00
			Subtotal	$524,152.50
			10% Engr. & Cont.	52,415.25
			Total	$576,567.75

Type Code X220
Rogers Road Overcrossing (Sta. 1968+41 to Sta. 1969+29)(Contract No. 3904)

80	cu.yds.	Structural Excavation	$12.00	$ 960.00
10	cu.yds.	Excavation Below Elevation Shown	20.00	200.00
200	cu.yds.	Class "A" Concrete	63.00	12,600.00
44,000	lbs.	Metal Reinforcement	0.11	4,840.00
75	lin.ft.	6" Metal Drain Pipe	3.00	225.00
				$ 18,825.00

Type Code X221
North Wilber Overcrossing (Sta. 2034+65.3 to Sta. 2035+65.3)(Contract No. 3904)

35	cu.yds.	Structural Excavation	$10.00	$ 350.00
10	cu.yds.	Excavation Below Elevation Shown	20.00	200.00
750	lin.ft.	Furnish Piling	5.00	3,750.00
24	only	Drive Piles	55.00	1,320.00
190	cu.yds.	Class "A" Concrete	68.00	12,920.00
46,000	lbs.	Metal Reinforcement	0.11	5,060.00
75	lin.ft.	6" Metal Drain Pipe	3.00	225.00
				$ 23,825.00

Type Code X421
Sutherlin Creek Bridge (Sta. 2061+91.0 to Sta. 2064+13.0)(Contract No. 3904)

130	cu.yds.	Structural Excavation	$12.00	$ 1,560.00
10	cu.yds.	Excavation Below Elevation Shown	12.00	120.00
1,000	lin.ft.	Furnish Piling	5.00	5,000.00
52	only	Drive Piles	50.00	2,600.00
510	cu.yds.	Class "A" Concrete	69.00	35,190.00
113,000	lbs.	Metal Reinforcement	0.11	12,430.00
35	lin.ft.	6" Metal Drain Pipe	3.00	105.00
				$ 57,005.00

Type Code X521
Wilber Overcrossing (Sta. 2114+30.52 to Sta. 2116+71.52)(Contract No. 3892)

200	cu.yds.	Structural Excavation	$10.00	$ 2,000.00
10	cu.yds.	Excavation Below Elevation Shown	20.00	200.00
610	cu.yds.	Class "A" Concrete	68.00	41,480.00
132,000	lbs.	Metal Reinforcement	0.11	14,520.00
60	lin.ft.	6" Metal Drain Pipe	3.00	180.00
				$ 58,380.00

Type Code X221 721
Winchester Road Undercrossing (Sta. 2285+22.02)

160	cu.yds.	Structural Excavation	$10.00	$ 1,600.00
10	cu.yds.	Excavation Below Elevation Shown	15.00	150.00
348	cu.yds.	Class "A" Concrete	70.00	24,360.00
72,000	lbs.	Metal Reinforcement	0.11	7,920.00
20	lin.ft.	6" Metal Drain Pipe	3.00	60.00
				$ 34,090.00

Subtotal	$192,125.00
10% Engr. & Cont.	19,212.50
Total	$211,337.50

Length of Roadway	4.953	Miles
Length of 5 Structures	0.127	Mile
Total Length	5.080	Miles
Cost of Roadway per Mile	$116,313.84	

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$576,567.75	$357,105.00	$219,462.75
Structures	211,337.50	130,895.00	80,442.50
	$787,905.25	$488,000.00	$299,905.25

Oregon State Highway Department   Federal Aid Project No. HFI-189 (14)

DEADY-WINCHESTER SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 22, 1952

2117+13.92

Type Code 0010
Roadway (Sta. 1914+40 thru. Eq. 211+13.92 = 2220+59.42 to Sta. 2286+00)

All Required		Clearing and Grubbing		$ 12,000.00
770	cu. yds.	Structural Excavation, Unclassified	$ 3.50	2,695.00
170	cu. yds.	Trench Excavation, Unclassified	3.00	510.00
676,300	cu. yds.	General Excavation, Unclassified	0.65	439,595.00
2,712,000	yd. sta.	Short Overhaul	0.02	54,240.00
135,300	C-yd. sta.	Long Overhaul	0.50	67,650.00
4.96	miles	Finishing Roadbed and Slopes	800.00	3,968.00
13,000	lin. ft.	Rounding Cutbanks	0.20	2,600.00
240	lin. ft.	72-inch Corrugated Metal Pipe	40.00	9,600.00
170	lin. ft.	6-inch Perforated Metal Drain Pipe	2.25	382.50
600	lin. ft.	12-inch Concrete Pipe	2.25	1,350.00
1,070	lin. ft.	18-inch Concrete Pipe	3.75	4,012.50
160	lin. ft.	18-inch Extra Strength Concrete Pipe	4.25	680.00
200	lin. ft.	24-inch Concrete Pipe	4.75	950.00
120	lin. ft.	36-inch Concrete Pipe	11.00	1,320.00
12	cu. yds.	3/8" - 0 Backfill in Drains	6.00	72.00
150	cu. yds.	Class "A" Concrete	65.00	9,750.00
23,600	lbs.	Metal Reinforcement	0.15	3,540.00
6,500	cu. yds.	3" - 0 Material in Surfacing	2.50	16,250.00
2,050	cu. yds.	3/4" - 0 Material in Surfacing	2.75	5,637.50
180	M-gals.	Sprinkling	3.00	540.00
			Subtotal	$637,342.50
			10% Engr. & Cont.	63,734.25
			Total	$701,076.75

Length of Roadway	4.960 miles
Length of 4 Bridges	0.120 mile
Total Length	5.080 miles
Cost per mile	$141,346.11

Federal Funds	$435,000.00	434,667.50
State Funds	266,076.75	266,409.25
	$701,076.75	

Oregon State Highway Department

Federal Aid
Project No. BFI-189(14)

DEADY-WINCHESTER SECTION OF
THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 18, 1953

2117+13.92

Type Code 0010
Roadway (Sta. 1914+40 thru equation 211+13.92-2220+59.42 to Sta. 2286+00)(Contract No. 3876)

All Required		Clearing and Grubbing		$ 46,000.00
770	cu.yds.	Structural Excavation, Unclassified	$ 3.00	2,310.00
170	cu.yds.	Trench Excavation, Unclassified	3.00	510.00
676,300	cu.yds.	General Excavation, Unclassified	0.48	324,624.00
2,712,000	yd.stas.	Short Overhaul	0.01	27,120.00
135,300	C-yd.stas.	Long Overhaul	0.50	67,650.00
4.96	Miles	Finishing Roadbed and Slopes	800.00	3,968.00
13,000	lin.ft.	Rounding Cutbanks	0.15	1,950.00
240	lin.ft.	72-inch Corrugated Metal Pipe	40.00	9,600.00
170	lin.ft.	6-inch Perforated Metal Drain Pipe	3.00	510.00
600	lin.ft.	12-inch Concrete Pipe	2.40	1,440.00
1,070	lin.ft.	18-inch Concrete Pipe	4.00	4,280.00
160	lin.ft.	18-inch Extra Strength Concrete Pipe	4.50	720.00
200	lin.ft.	24-inch Concrete Pipe	5.00	1,000.00
120	lin.ft.	36-inch Concrete Pipe	10.00	1,200.00
12	cu.yds.	3/8" - 0 Backfill in Drains	6.00	72.00
150	cu.yds.	Class "A" Concrete	54.00	8,100.00
23,600	lbs.	Metal Reinforcement	0.11	2,596.00
6,500	cu.yds.	3" - 0 Material in Surfacing	2.20	14,300.00
2,050	cu.yds.	3/4" - 0 Material in Surfacing	2.85	5,842.50
180	M-gals.	Sprinkling	2.00	360.00
			Subtotal	$524,152.50
			10% Engr. & Cont.	52,415.25
			Total	$576,567.75

X220

Type Code X221
Rogers Road Overcrossing (Sta. 1968+41 to Sta. 1969+29)

80	cu.yds.	Structural Excavation	$ 10.00	$ 800.00
10	cu.yds.	Excavation Below Elevation Shown	15.00	150.00
200	cu.yds.	Class "A" Concrete	68.00	13,600.00
44,000	lbs.	Metal Reinforcement	0.11	4,840.00
75	lin.ft.	6-inch Metal Drain Pipe	3.00	225.00
				$ 19,615.00

Type Code X221
North Wilber Overcrossing (Sta. 2034+65.3 to Sta. 2035+65.3)

35	cu.yds.	Structural Excavation	$ 10.00	$ 350.00
10	cu.yds.	Excavation Below Elevation Shown	15.00	150.00
750	lin.ft.	Furnish Piling	6.00	4,500.00
24	only	Drive Piles	50.00	1,200.00
190	cu.yds.	Class "A" Concrete	68.00	12,920.00
46,000	lbs.	Metal Reinforcement	0.11	5,060.00
75	lin.ft.	6-inch Metal Drain Pipe	3.00	225.00
				$ 24,405.00

Type Code X421
Sutherlin Creek Bridge (Sta. 2061+91.0 to Sta. 2064+13.0)

130	cu.yds.	Structural Excavation	$ 10.00	$ 1,300.00
10	cu.yds.	Excavation Below Elevation Shown	15.00	150.00
1,000	lin.ft.	Furnish Piling	6.00	6,000.00
52	only	Drive Piles	50.00	2,600.00
510	cu.yds.	Class "A" Concrete	68.00	34,680.00
113,000	lbs.	Metal Reinforcement	0.11	12,430.00
35	lin.ft.	6-inch Metal Drain Pipe	3.00	105.00
				$ 57,265.00

Type Code X521
Wilber Overcrossing (Sta. 2114+30.52 to Sta. 2116+71.52)

200	cu.yds.	Structural Excavation	$ 7.00	$ 1,400.00
10	cu.yds.	Excavation Below Elevation Shown	10.00	100.00
610	cu.yds.	Class "A" Concrete	70.00	42,700.00
132,000	lbs.	Metal Reinforcement	0.11	14,520.00
60	lin.ft.	6-inch Metal Drain Pipe	3.00	180.00
				$ 58,900.00

Subtotal	$160,185.00
10% Engr. & Cont.	16,018.50
Total	$176,203.50

.5

Length of Roadway	4.953	4.957	Miles
Length of Structures	0.127	0.123	Mile
Total Length		5.080	Miles
Cost per Mile of Roadway		$116,313.84	

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
		358,922.00	217,645.75
Roadway	$576,567.75	~~$357,688.00~~	~~$218,879.75~~
Structures	176,203.50	~~109,312.00~~	~~66,891.50~~
		109,078	67,125.50
	$752,771.25	~~$467,000.00~~	~~$285,771.25~~
		[illegible]	286.771.25

RECEIVED
FOR FILING

4206

MISC. CONTRACTS and
AGREEMENTS No. 15[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 29, 1954

SUBJECT: Assignment #4206

To: Mr. W. C. Williams
OFFICE

Glaisyer

Attached is a certified copy of a resolution covering the closure of Chatham Street where it intersects with the South Umpqua River-Fairgrounds Unit of the Pacific Highway in the City of Roseburg.

This completes Assignment #4206.

John W. Cattrall
Engineer, County and City Relations

By John D. Graham

John D. Graham
Office Engineer

JDG:MM
Att.

to file with [illegible]

RECEIVED
FEB 1 1954
STATE [illegible]

"Marion or [illegible] [illegible]
[illegible] have a [illegible] [illegible]?"

[illegible]

There is a minute entry concerning this on page 26 of Sept., 1953 Minutes

M.M.

No. 4206
By Y L

ASS MENT

Date: **May 6, 1953**

Description: **Letter of May 4 by Tom Reeder enclosing seven copies of resolution to be adopted by City of Roseburg regarding closure of Chatham Street where it intersects with S. Umpqua River-Fairgrounds Unit of Deady-Shady Section of Pacific Highway**

Acknowledged by _____ Referred to ___ **Cattrall** ✓ _______

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________________ signature
____
____

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 2-1-54 ms Report received _______

Remarks: **For adoption by City.**

FORM E-30 25M 1-52 95419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

May 4, 1953
Salem, Oregon

SUBJECT:

PLEASE RETURN TO
W. C. WILLIAMS

To: Mr. W. C. Williams
Asst. State Highway Engineer
Office

Dear Sir:

Herewith you will find the original and six copies of the proposed resolution to be adopted by the City Council of Roseburg, wherein the City Council consents to and approves the closure of that certain city street known as Chatham Street, where the same intersects with the South Umpqua River-Fairgrounds Unit of the Deady-Shady Section of the Pacific Highway in Douglas County, which is being constructed as a throughway.

The attached form of resolution was drawn pursuant to a verbal request. Therefore, you will find no correspondence in your files.

You will note that only the original and two copies have a print attached thereto. The County and City Relations Division will attach such additional prints as are required.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J Reeder
THOMAS J. REEDER
Assistant Attorney

RECEIVED
1953

TJR:jfw
Encls. 7

NOTED
W. C. WILLIAMS

1953

FORM E-30 25M 9-51 52215

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 14, 1953

SUBJECT: Throughway Resolution to be Adopted by the Common Council of Roseburg.

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

Herewith, you will find the original and five copies of the proposed resolution which is to be adopted by the Common Council of the City of Roseburg with respect to the closing of certain streets and the routing under of certain streets where the same intersect with that section of the Pacific Highway located within the corporate limits of Roseburg, which section is being constructed as a throughway. This resolution is drawn pursuant to and as required by the Throughway Act.

You will note that there are no prints attached to either the original or the copies thereof. The County and City Relations Division will attach the same.

Yours very truly,

NOTED
W. C. WILLIAMS

C. W. ENFIELD
Chief Counsel

By Thomas J. Reeder
THOMAS J. REEDER
Assistant Attorney

TJR:FRC

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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
January 27, 1954

SUBJECT:

Underrun Deady Winchester Section
Pacific Highway
White Brothers Contract

To:

Forrest Cooper
Ass't. Construction Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

Reply is made to your letter of January 25 concerning reported $50,000.00 underrun on the Deady - Winchester Section of the Pacific Highway under contract to White Brothers.

On sheet seven of the plans for this project the grade line and cross section was revised by the Design Office from 6% grades, four lane roadway to 3% grades with a two lane roadway. As a result of this change the quantities were reworked by design and we find between Station 2048+50 and 2050+00 an excavation bracket totaling 32,147 cubic yards which does not appear in the computations and which does not, in fact, exist.

Eliminating this item from the net quantity of 614,839 cubic yards shown on the plans leaves a balance of 582,692 cubic yards of excavation. Cross sections have been completed on this section and show a total excavation as staked of 586,288 cubic yards.

The 32 odd thousand cubic yards erroneously shown on the plans plus the 61,000 yards of extra allowance total approximately 90,000 cubic yards of excavation which will not be required. There is no indication of serious slides on this project, hence approximately $45,000 will be unused plus some of the contingent fund.

Very truly yours,

Tom Edwards

Tom Edwards
Division Engineer

TE:db

cc: R. D. Asburry

NOTED
FORREST COOPER

RECEIVED
JAN 29 1954
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
FOR FILING

[illegible]

November 17, 1953

Mr. Ray B. Compton
Law Offices
Roseburg, Oregon

Dear Mr. Compton:

White Brothers Company, Third and Sumac Streets in Walla Walla, Washington, hold two state highway contracts. Contract No. 3876 is for grading on the Deady-Winchester Unit of the Deady-Shady Section of the Pacific Highway in Douglas County. Contract No. 3749 is for grading and paving on the Oakland Junction-Deady Unit of the Chenoweth Park-Deady Section of the Pacific Highway in Douglas County. Neither of these contracts are completed.

We do not know which contract was involved in the injury to your client, but we can assure you that both contracts come under the State Industrial Accident Law as such coverage is required in all state highway contracts. We do not know what company furnishes the contractor's liability insurance, but the bond furnished for performance and payment of bills incurred during execution of the contract was furnished by General Casualty Company of America through Mansfield and Company, 302 Lewis Building, Portland 4, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FAQ:ehr

LAW OFFICES
RAY B. COMPTON
ROSEBURG, OREGON

November 12, 1953

3749
3876

State Highway Commission
Salem, Oregon

Gentlemen:

I have a client who was injured while working for White Brothers Construction Co., Inc, who had a contract for a portion of the Highway #99 relocation.

I would like to know if your records show who carried employer's liability insurance on the White Brothers Construction Co., Inc., if indeed they were under the employers' liability act, or, if not, whether your records show whether they were under State Industrial Accident coverage.

Yours very truly,

Ray B. Compton

RBC/m

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NOV 16 1953
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

RECEIVED
1953
FOR FILING

AGENDA
OCT 29 1953

2 &

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
~~CHAS. H. REYNOLDS, MEMBER~~
LA GRANDE
~~M. K. McIVER, MEMBER~~
PORTLAND
~~H. B. GLAISYER~~
SECRETARY

2876

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 27, 1953

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box [illegible]
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box [illegible]
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

Re: [illegible] 20777 - Lee Miller

Gentlemen:

By letter dated September 17, 1953, I reported to you concerning the closure of Chatham Street in the City of Roseburg by the construction of the Deady-Shady Section of the Pacific Highway, which consisted of the construction of a fill 15 feet in height across Chatham Street between Military Avenue and Harvard Avenue, completely dead-ending the same and placing the properties in this block of Chatham Street on a cul-de-sac. This matter was before you for your consideration at the September meeting of the Commission concerning a claim by Mr. A. G. Phillips for the sum of $4,000.00 for damages resulting to the Phillips property by reason of the closure of Chatham Street, payment of which claim was approved in accordance with my recommendation.

During the period of our negotiations with Mr. A. G. Phillips we were also negotiating with Mr. and Mrs. Lee O. Miller, who own property adjacent to and northerly of the Phillips property, and which property is also damaged by reason of the closure of Chatham Street. Whereas Chatham Street was formerly a through street with two-way traffic, it has now been physically closed, thereby making it a dead-end street, and for a portion of its length in the subject block it is only wide enough for one-way traffic and with no parking facilities. Furthermore, the new highway is on a fill approximately 20 feet high directly in front of the Miller home, thereby obstructing the view from the Miller property and rendering the property less valuable.

Oregon State Highway Commission
October 27, 1953
Page 2

We have had before and after appraisals made of the Miller property, which appraisals of the damage resulting from the closure of Chatham Street are as follows:

Mr. Earl Wiley, Roseburg	$ 3,059.00
Mr. Roy Young, Roseburg	3,135.00

Mr. Miller has had the damages appraised by Mr. Stan Short, of Roseburg, who finds that the damages, in his opinion, amount to the sum of $3,750.00. We have effected a compromise settlement of this claim in the amount of $3,500.00, payment of which I recommend, for there is no question but what the State is liable for the damages pursuant to the provisions of O. C. L. A., § 100-125a.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
H. B. Glaisyer
E. L. Porter
J. W. DeSousa

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FORM E-30 25M 9-51 93315

AGENDA
OCT 29 1953

2-1

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 22, 1953

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Please place the following matter upon the agenda for the October 29-30 meeting of the Highway Commission:

Approve payment of $3,500.00 to Lee Miller, et al., for damages for closing of Chatham Street in Roseburg.

Yours very truly,

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
W. C. Williams
R. L. Porter

CC1

RECEIVED

FOR FILING

3876

C.C.

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. MCIVER, MEMBER
PORTLAND

H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.

W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.

C. W. ENFIELD
CHIEF COUNSEL

(Baldock)

R.H.

September 17, 1953

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

R 20559

Gentlemen:

The construction of the Deady-Shady Section of the relocated Pacific Highway within the City of Roseburg has effected a closure of Chatham Street, and also a change of grade by reason of the construction of a fill diagonally across Chatham Street near the intersection of Chatham Street and Military Avenue. As a result of this closure and change of grade, Orcutt, Long, Neuner and Davis, attorneys for Mr. and Mrs. R. G. Phillips, who own property on the easterly side of Chatham Street immediately adjacent to the point of closure, has made a demand upon the Highway Commission for payment of damages resulting from the closure and change of grade.

Under the provisions of Section 18, Chapter 226, Oregon Laws 1947, commonly known as the Throughway Law, the Highway Commission, with the official approval of municipal authorities of an incorporated city, is authorized to close any street at or near its point of intersection with a throughway. This statute does not expressly provide any remedy or procedure whereby persons owning property abutting upon the street closed may recover damages suffered by their property; however, such recovery was, in my opinion, undoubtedly contemplated by the legislature, for under the provisions of O. C. L. A., § 100-125a, which law was enacted prior to the throughway law, and which pertains to highways generally, also authorizes the Highway Commission to close streets where the same intersect with highways. This statute further provides that if by the closing of any street real property abutting thereon is damaged thereby, then the owner of such property is given a cause of action against the State of Oregon to enforce payment for the damages, and such action may be commenced and prosecuted in the Circuit Court in the county in which the real property is situated. This statute further provides that a cause of action will be barred unless commenced within six months after the street has been closed.

There is no inconsistency between these two statutes, and in my opinion both remain in full force and effect, and while the Commission may close streets in the construction of throughways, the owners of property abutting on such closed streets are entitled to damages; however, under the provisions of O. C. L. A., § 100-125a, this right of recovery extends only to real property abutting on the closed street between the point of intersection and the next street, but in no event beyond a point 300 feet distant from the intersection.

In addition to the above statutes, O. C. L. A., § 100-125, provides that if consent is given by any city to the Highway Commission to change the grade of any street that may have been established or maintained by the city, and the Commission changes the grade pursuant thereto, then the State shall be liable for and shall pay compensation for any damage or injury to any real property abutting upon the street affected by such grade change, and this statute further gives the right to any person owning property so affected to sue the State in the Circuit Courts, which action is barred unless commenced within six months after the change of grade has been completed and accepted by the Highway Commission.

It is questionable as to whether the placing of the highway fill diagonally across Chatham Street has effected a change in grade of Chatham Street within the intent of this statute; however, there has in fact been a change of grade of Chatham Street by the construction of the fill. In any event, whether or not there had been a change of grade within the meaning of the statute, there clearly has been a closure of the street and, in my opinion, the State is liable for damages, and Mr. Phillips has a good cause of action against the State to recover the same.

The highway fill opposite the Phillips property has a maximum height of 15 feet and by the closure of Chatham Street the Phillips' property is placed upon a cul-de-sac.

We have had the property appraised to determine the amount of damages suffered by the property and its depreciation in value by reason of the closure of Chatham Street by Mr. Roy O. Young, of Roseburg, and Mr. Young advises that in his opinion the property has suffered a damage in the amount of $3,575.00. We have attempted to negotiate with Mr. Phillips and his attorney on the basis of Mr. Young's appraisal without success; however, we have reached a basis of compromise of this matter for the payment of the sum of $4,000.00, which basis of settlement I recommend for your approval.

If this matter is approved we will secure a complete release from all persons having an interest in the Phillips property for all damages resulting from the closure of Chatham Street, as well as for the change of grade of Chatham Street, in the event it might be successfully urged that the construction of a fill of this nature would constitute a change of grade.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
H. B. Glaisyer
R. L. Porter
C. H. Maison
Earl Saling

BFI-189(14)
3876

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

September 1st, 1953

SUBJECT:

NOTED
W. C. WILLIAMS

To:
Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

The subcontract between White Brothers and Hannon Brothers covering Items 17 and 18 on the Deady-Winchester Contract No. 3876, Oregon BFI-189(14), is approved, and you may so inform the interested parties.

Two copies of the subcontract are returned herewith.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:AR
Enc.

cc to: W. C. Williams ✓
C. G. Polk - 2

RECEIVED
FOR FILING

ORECON DISTRICT
BFI 189(14)

3876

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

March 24, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project BFI-189(14), Deady-Winchester Unit, Deady-Shady Section of the Pacific Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED
APR 3 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 17 1953
FOR FILING

PFI-157(1)

3/16

March 16, 1953

White Brothers Company
Walla Walla
Washington

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3876, which was awarded to you on February 20, 1953 by the State Highway Commission, for grading on the Deady-Winchester Unit, Deady-Shady Section of the Pacific Highway in Douglas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR 10 1953
FOR FILING

BFI-189 (14)

3876

March 5, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 2, 1953 on Contract No. 3876, Deady-Winchester Unit, Deady-Shady Section, in connection with Federal Aid Project No. BFI-189 (14).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
FOR FILING

PF1-189(19)

3876

AGENDA
[illegible] 1953

3C-10

February 20, 1953

White Bros. Co.
Third and Sumach Streets
Walla Walla, Washington

Gentlemen:

The State Highway Commission on January 22, 1953, accepted your proposal to perform grading work on the Deady-Winchester Unit, Deady-Shady Section of the Pacific Highway about eight miles north of Roseburg in Douglas County for the sum of $524,152.50, and on the same day awarded Contract No. 3 76 to you subject to clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. W. M. Franzwa
Mr. H. G. Smith
Mr. S. H. Probert
Mrs. Goldie Lewis

ger confirmed

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	LETTER TELEGRAM ☐
VICTORY LETTER ☐	SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 20, 1953
3:00 p.m.

White Bros. Co.,
Third and Sumach Streets
Walla Walla, Washington

The State Highway Commission today received satisfaction of condition governing award to you of contract for Deady-Winchester Unit, Deady-Shady Section of Pacific Highway in Douglas County for which you submitted low bid on January 22. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Accounting (5001-900)
Files ______

RECEIVED

File

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-129(4)

876

February 20, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BFI-189(14), Deady-Winchester Section of the Pacific Highway, we hereby concur as of this date in award of Contract No. 3876 to White Bros. of Walla Walla, Washington, low bidder in the amount of $524,152.50 at the January 22, 1953 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
ON
[illegible] COMMISSION

RECEIVED
FEB

[illegible]

[illegible]

RECEIVED

February 20, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the Deady-Winchester Section of the Pacific Highway in Douglas County, Project BFI-189 (14), to White Bros. Co. of Walla Walla, Washington, on the basis of the bid of $524,152.50 submitted on January 22, 1953.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
FOR FILING
FORM E-30 25M 9-51 82315

EF1-12114

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 20, 1953

SUBJECT: Deady-Winchester Unit
Deady-Shady Section
Douglas County

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

I have been advised that the Condemnation Complaints have all been filed on this section. As far as this department is concerned, the contract may be awarded.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

RECEIVED
[illegible] 1953

RECEIVED
MAR 6 1953
FOR FILING

61I-17 [illegible]

3876

A-11.

Salem, Oregon
January 28, 1953

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached is a conformed copy of an agreement with Douglas County covering the construction of the Deady-Winchester Unit of the Deady-Shady Section of the Pacific Highway.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Douglas County.

Yours very truly,

Secretary

rn
Attach: 1

REFERRED TO
BY SECRETARY

MISC. CONTRACTS and AGREEMENTS No. 1443

AGENDA
JAN 21 1953

FORM E-90 2SM 9-51 47190

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

January 19, 1953
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
By Asst. Chief Engineer

Herewith three copies of an agreement between the State and Douglas County by which the county approves the construction of the Deady-Winchester Unit of the Deady-Shady Section of the Pacific Highway as a throughway. Two copies of this agreement have been properly signed by the county and are now ready for presentation to the Commission.

The above was handled by this office without an assignment number.

John W. Cattrall
Engineer, County and City Relations

By
Robert H. Prange
Robert H. Prange
Office Engineer

AUTHORIZED BY HIGHWAY COMMISSION
DATE
SECRETARY

NOTED
W. C. WILLIAMS

RHP:MM
Att.

2 copies to be signed

A

RECEIVED
JAN 29 1953
FOR FILING

BFI-189(.1)

January 28, 1953

County Court of Douglas County
Court House
Roseburg, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Douglas County a fully executed copy of an agreement between the State Highway Commission and Douglas County covering the construction of the Deady-Winchester Unit of the Deady-Shady Section of the Pacific Highway.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

RECEIVED
OREGON DISTRICT
FOR FILING

[illegible]

[illegible]

EFI-189 (14)

January 7, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P. S. and E. documents for Oregon Project EFI-189 (14), Deady-Winchester Unit of the Pacific Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights of way or rights of entry have been acquired and pending receipt of a copy of the State-Railroad agreement covering encroachments at the Wilbur Overcrossing of the Southern Pacific Company tracks.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

file

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION

Soils Section
Subbase & Base Design

Highway: Pacific

Section: Deady - Winchester

County: Douglas **Prefix**: 10-1483-900 **Resident Engineer**: J. A. Rowland

Length of Project: 4.61 Miles **Sta**. 1914+40 to **Sta**. 2293+00

The recommended selected subgrade material on this project is 18 inches through the following sections:

Station	1916+50	to	Station	1968+46
"	1969+23	to	"	2034+60
"	2035+63	to	"	2046+00
"	2057+00	to	"	2085+00
"	2088+50	to	"	2095+00
"	2097+00	to	"	2114+31.42
"	2116+72.42	to	"	2263+00

The base course and wearing surface will be placed as a later project. The recommended 13 inches of base course thickness will be reviewed on the basis of further subgrade soil tests after the completion of the grading project.

The design data is attached.

Submitted by Bay Webber
Ass't. Construction Engineer

Recommended by
Construction Engineer

Recommended by G. W. Harra
Engineer of Materials

Approved by
Ass't. State Highway Engineer

cc Ass't. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer, Div. III
Resident Engineer
Soils Engineer

12/15/52

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION

Soils Section
Subbase & Base Design

Highway: Pacific

Section: Deady - Winchester

Resident Eng'r.: J. A. Rowland

County: Douglas

Prefix: 10-1483-900

Sta. 1914+40 to **Sta.** 2293+00

Length of Project: 4.61 Miles

Location		Soil Characteristics					Required Thickness Traffic		
Station	Depth	% Pass 200	LL	PI	R Value	% Silt	Light	Medium	Heavy
1913+70	2'-12'	40.2	31	16	67.2	18.4			9½"
L1915+70	19'-36'	42.9	25	10	20	19.9			20½"
1921+30	2'-17'	66.8	31	14	29	31.3			20½"
2045+70 (P2081+00)	2'-16'	44.7	24	7	24	25.4			20½"
	16'-18'	54.8	24	7	*	27.0	(Source of planned selected subbase material)		
2049 (P2085+97)	3'-26'	92.6	59	31	*	47.3			
	26'-36'	93.6	53	14	*	29.8			
2054 (P$_3$ 2135)	2'- 5'	60.6	34	16	*	30.4			
2085+24 (P$_3$2166+24)	14'?	36.9	24	6	*	———			
2095+47 (P$_3$2176+47)	6'-17'	24.6	25	5	*	———			
2224	4'- 9'	16.5	30	13	*	———			
2284+18	2'-15'	25.2	24	6	*	———			
2285+70	2'-18'	12.7	27	8	*	8.3			
	18'-20'	31.6	28	7	*	19.3			
2292+40	17'-21'	20.6	25	7	*	12.5			

*No stabilometer tests run.

12/15/52

RECEIVED

1952

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

BFI-187(17)

3896

April 25, 1952

NOTED
W. C. WILLIAMS

Mr. J. N. Housley
1140 Union Avenue
Roseburg, Oregon

Re: File No. 17836
Deady-Shady Section
Pacific Highway

Dear Mr. Housley:

The matter of access between the property that you own northerly from Garden Valley Road near Roseburg and the relocated Pacific Highway has been carefully considered by the staff of the Highway Commission and as the commission has ruled that this road must be constructed as a complete freeway, it will not be possible to allow connections as shown on the map which you presented to me.

It is felt that accesses at grade on your property will defeat the whole principle of the type expressway that is planned to be built on US 99.

Very truly yours,

C. W. ENFIELD
Chief Counsel

Forrest Cooper
By: Forrest Cooper
Right of Way Engineer

FC:rmw

cc: W. C. Williams ✓
cc: Don Merlin

UI-78(16) S. Umpqua River-Fairgrounds 1953
Unit, Deady-Shady Sec., Pacific
#3877 Hwy.

RECEIVED
MAR 14 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 9, 1955

UI-78 (16)
3877

(CONTRACT NO.) 3877
(EST. NO.) 21-Final
(CONTRACTOR) Funderburk Construction Co., Assigned to Douglas County State Bank

(VOUCHER NO.) 4426
(WARRANT NO.) B-117476
(AMOUNT) $ 14,697.01
(DATE) 3/9/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1954

Time Extensions: to Nov. 5, 1954 without penalty

Completion Date: Nov. 5, 1954

Date Accepted: March 2, 1955

Penalties: None of record

Claims: None of record outstanding

Remarks:

Date: 3-9-55

To the Accounting Division:

Release of the above warrant is hereby authorized 3/11/55.

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 1?

Ruth Rawlings

NOTED ON CARD

RECEIVED
FEB 28 1955
FOR FILING

641-[illegible]
[illegible]

February 25, 1955

REGISTERED MAIL

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, California

Gentlemen:

State Highway Contract No. 3877 for work performed on the South Umpqua River-Fairgrounds Unit, Deady-Shady Section of the Pacific Highway in Douglas County was completed by the contractor, Funderburk Construction Co., on November 5, 1954 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $14,697.01 will be released to the contractor, assigned to Douglas County State Bank, after acceptance by the State Highway Commission. The total contract amount is $478,356.97, of which amount $5,417.87 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FEB 25 1955
FOR FILING

UI - 78(6)
3877

February 21, 1955

Pre-Mix Concrete, Inc.
P. O. Box 49
Roseburg, Oregon

Gentlemen:

Thank you for your letter of February 16th in which you write that you have received payment in full from Funderburk Construction Company for your claim on Contract No. 3877 for labor and materials furnished.

We will notify the surety and the contractor that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm 2/18

NOTED ON CARD

CONCRETE
SEWER PIPE
CULVERT PIPE
FOUNDATATION BLOCKS
SEPTIC TANKS
WELL CURBING

PRE-MIX CONCRETE, Inc.
BUCKLEY BELL
Telephone 2-2694
449 EAST 2ND AVENUE, SOUTH
ROSEBURG, OREGON

CONSTRUCTION SUPPLIES
EXPANSION STRIPS
REINFORCING STEEL
FORM TIES
PAINTS
SEALERS

February 16, 1955

3877

Mr. H. B. Glaisyer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

We wish to inform you that we have received payment in full from the Funderburk Construction Company for all labor and materials used in the completion of the work we had sub-contracted on Contract No. 3877 covering South Umpqua River-Fairgrounds Unit, Deady-Shady Section of the Pacific Highway in Douglas County.

Yours very truly,

PRE MIX CONCRETE, INC.

Buckley Bell
BUCKLEY BELL

BB:td

Guaranty
prepare usual ltr
record on card

RECEIVED
FEB 18 1955
STATE HIGHWAY COMMISSION

NOTED ON CARD
H

ED. FUNDERBURK
OWNER

PHONE
OFFICE . . . 3139
RESIDENCE . . 2739

Funderburk Construction Co.
General Contractor
Box 633 -:- Sutherlin, Oregon

February 16, 1955

Oregon State Highway Department
Salem, Oregon

Attn: H. B. Glaisyer, Secretary

Dear Sir:

Received your copy of the letter dated February 14, 1955, the original which you sent to Glen Falls Indemnity Company, San Francisco, regarding a claim on Contract 3877, the South Umpqua River-Fairgrounds Unit of the Pacific Highway in Douglas County. This claim was from Pre-Mix Concrete, Inc., 449 East Second Avenue South, Roseburg in the amount of $4100.00.

This is to notify you that on February 15, 1955, we settled in full with Pre-Mix for $3600.00, our check #2215.

Pre-Mix promised me that they would notify you that this has been paid. If you do not hear from them within ten days, will you kindly notify me in regards to this matter.

Yours truly,

FUNDERBURK CONSTRUCTION CORP.

Edward Funderburk

Edward Funderburk

ESF:dk

RECEIVED
FEB 17 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 25 1955
FOR FILING

UI-7819
3877

February 21, 1955

Glens Falls Indemnity Co.
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

A letter has been received from Pre-Mix Concrete, Inc., of Roseburg, stating that they have received payment in full from Funderburk Construction Company for labor and materials furnished in Contract No. 3877 for work on the South Umpqua River-Fairgrounds Unit of the Pacific Highway.

This information we provide as your company appears as surety on the performance bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm 2/18

cc - Rodgers Insurance Agency, Inc.
803 Title & Trust Building
Portland 4, Oregon

Funderburk Construction Co.
Sutherlin, Oregon

NOTED ON CARD

FEB 18 1955

UL-[illegible]

3877

February 14, 1955

Pre-Mix Concrete, Inc.
449 East Second Avenue, South
Roseburg, Oregon

Attention: Mr. J. Milo Bell

Gentlemen:

This is to acknowledge your letter of February 8th in which you reported a claim against Funderburk Construction Company in the amount of $4,100.00 for work performed on Contract No. 3877 for grading and surfacing the South Umpqua River-Fairgrounds Unit, Deady-Shady Section of the Pacific Highway in Douglas County.

The Glens Falls Indemnity Company through Rodgers Insurance Agency, Inc., 803 Title and Trust Building, Portland 4, furnished the performance bond for this contract, which bond is given to assure satisfactory completion of the contract and payment of all bills incurred in it. The contract was completed November 5, 1954, but has not yet been accepted by the Highway Commission.

Our records show that payment in the amount of $4,660.00, reducing the retained percentage to three percent, was made in the latter part of November. There is the amount of $14,340.00 being withheld as retained percentage pending acceptance by the Commission.

If you feel it necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Highway Commission, you should file your claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the necessary procedure. In the meantime, the claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

NOTED ON CARD

CONCRETE
SEWER PIPE
CULVERT PIPE
FOUNDATATION BLOCKS
SEPTIC TANKS
WELL CURBING

PRE-MIX CONCRETE, Inc.
BUCKLEY BELL
Telephone 2-[illegible]
449 EAST 2ND AVENUE, SOUTH
ROSEBURG, OREGON

CONSTRUCTION SUPPLIES
EXPANSION STRIPS
REINFORCING STEEL
FORM TIES
PAINTS
SEALERS

February 8, 1955

3877

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have made every effort to settle our account with the Funderburk Construction Company for work subcontracted on Pacific Highway 99 in Douglas County Oregon, Project No. U1-78(16), and which we completed last October.

The total contract items amount to approximately $32,000.00; the balance still due us is $4,100.00 which amount is in excess of 10% of our contract. We are of the impression that upon payment of the semi-final estimate, the retainage is reduced to approximately 3%, and we believe Mr. Funderburk has received payment of the semi-final estimate. We have repeatedly attempted to get Mr. Funderburk or his accountant to sit down with us and check the account and make payment. Our only alternative now is to inform your office of this situation.

Yours very truly,

PRE MIX CONCRETE, INC.

J. Milo Bell

J. MILO BELL

JMB:td

[illegible]

RECEIVED
FEB 9 1955
[illegible]
STATE HIGHWAY COMMISSION

NOTED ON CARD

Lewis P

FEB 19 1955

4I-91(4)

3877

February 14, 1955

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

Gentlemen:

We have received a letter from Pre-Mix Concrete, Inc., 449 East Second Avenue, South, Roseburg, stating that Funderburk Construction Company owes them a balance of $4,100.00 for work performed on what appears to be our Contract No. 3877 for grading and surfacing the South Umpqua River-Fairgrounds Unit of the Pacific Highway in Douglas County.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Rodgers Insurance Agency, Inc.
803 Title & Trust Building
Portland 4, Oregon

Funderburk Construction Co.
Sutherlin, Oregon

NOTED ON CARD

RECEIVED
DEC 17 1954
FOR FILING

41 78 ([illegible])

December 15, 1954

Funderburk Construction Co.
Sutherlin
Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 7, had under discussion your request for an extension of time from August 31, 1954 to November 5, 1954 within which to complete your contract No. 3877, covering the South Umpqua River-Fairgrounds Unit, Stacy-Shady Section of the Pacific Highway in Douglas County.

We are pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

Clay Cornett,
Resident Engineer

[illegible] G. Smith,
Construction Engineer

Salem, Oregon
December 6, 1954

Mr. C. H. Maison:

Attached is a copy of Mr. Kuhlman's letter for your information.

Secretary

HBG:cjl

12-6-54

Glens Falls
INSURANCE COMPANY
Glens Falls, N.Y.

R. H. GRIFFITH, VICE-PRESIDENT
JOHN L. SERGEANT, SECRETARY
PACIFIC COAST
MILLS TOWER SAN FRANCISCO 4

RECEIVED
DEC 13 1954
FOR FILING

45-78 (1)
3477

Rodgers Insurance Agency, Inc.
803 TITLE & TRUST BUILDING
Telepone Atwater 8496
PORTLAND 4, OREGON

December 3rd,1954

Mr. H. B. Glaisyer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Regarding our conversation this date, it will be satisfactory to release immediately to Funderburk Construction Co., assign to Douglas County State Bank, a portion of the funds heretofore retained by the Commission on contract no. 3477, covering the South Umpqua River-Fairgrounds Unit, Deady-Shady Section of the Pacific Highway in Douglas County.

This as we understand it, will reduce the retained percentage to 3% of the total amount earned by the contractor, or the sum of $14,340.00.

Yours very truly,

RODGERS INSURANCE AGENCY, INC.

D. J. Kuhlman

David J. Kuhlman
Attorney-in-Fact
Glens Falls Indemnity Company
Glens Falls, New York

DJK:ck

REFERRED TO Query - [illegible]
BY SECRETARY
note on card

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OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

ACKNOWLEDGE
H. B. GLAISYER

12-3-54, gl

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December 1, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Funderburk Construction Co., assigned to Douglas County State Bank, a portion of the funds heretofore retained by the Commission on contract No. 3877, covering the South Umpqua River-Fairgrounds Unit, Ready-Shady Section of the Pacific Highway in Douglas County.

This payment in the amount of $12,297.09 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $14,340.00. The present payment will be released on or after December 11, 1954.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

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November 22, 1954

Oregon State Highway Commission

Request for extension of time
No. 13
December 7 and 8 Meeting

Gentlemen:

Herewith is a request from Funderburk Construction Company for an extension of time on the South Umpqua River–Fairgrounds Unit, Contract No. 3877, from August 31, 1954 to November 5, 1954.

Failure of the bridge contractors who were working on two structures within the project limit and also the fact that the heavy bridge construction in the area seriously overtaxed the concrete plants in the vicinity delayed the construction of curbs and other concrete work. The majority of the project was completed within the time limit and I recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

Form PR 2 (Revised 1950)

13.6.15

State Oregon

Federal Aid Urban Project No. UI-78(16)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

UI-78(16)

3877

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of November, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of October, 1952, a program, which was approved on the 9th day of December, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 6th day of January, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of four hundred forty thousand and 00/100 dollars ($440,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 2536+29.34 in the SW 1/4, Section 13, T. 27 S., R. 6 W., W.M., and survey station 2622+00 in the NW 1/4, Section 25, T. 27 S., R. 6 W., W.M., without exception,

, length 1.622 miles, in Douglas County, being Oregon Federal Aid / Urban project No. UI-78(16), consisting of 1.556 miles of roadway and three bridges, each of more than 20 feet clear span, 0.066 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of four hundred forty thousand and 00/100 dollars ($440,000.00), which does not exceed the authorized Federal pro rata share of seven hundred twenty thousand, four hundred seventy-three and 27/100 dollars ($720,473.27), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By [illegible] Mc Iver
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By [illegible] *Division Engineer,*
Bureau of Public Roads.

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Oregon State Highway Department

Federal Aid Project
No. UI-78(16)

SOUTH UMPQUA RIVER-FAIRGROUNDS SECTION

OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 24, 1954

Type Code 2010
Roadway (Sta. 2536+29.34 to 2558+80)(Sta. 2608+60 to 2622+00)(Contract No. 3877)

All Required	Clearing and Grubbing (40%)		$ 9,200.00
820 cu.yd.	Structural Excavation, Unclassified	$ 2.50	2,050.00
35 cu.yd.	Trench Excavation, Unclassified	2.00	70.00
73,000 cu.yd.	General Excavation, Location "A", Unclassified	0.74	54,020.00
20,000 cu.yd.	General Excavation, Location "B", Unclassified	0.74	14,800.00
840,000 yd.sta.	Short Overhaul	0.015	12,600.00
17,000 C-yd.sta.	Long Overhaul	0.40	6,800.00
0.65 mile	Finishing Roadbed and Slopes	700.00	455.00
600 lin.ft.	Rounding Cutbanks	0.25	150.00
7,000 cu.yd.	Excavating and Placing Topsoil	1.00	7,000.00
1,200 lin.ft.	12-inch Sewer Pipe	2.60	3,120.00
1,000 lin.ft.	15-inch Sewer Pipe	3.40	3,400.00
600 lin.ft.	18-inch Concrete Pipe	4.25	2,550.00
4 only	Concrete Catch Basins	235.00	940.00
4 only	Concrete Manholes	325.00	1,300.00
4 only	Adjustment of Manholes	125.00	500.00
80 cu.yd.	Concrete Curbs	54.00	4,320.00
570 sq.yd.	Concrete Walks	4.00	2,280.00
700 lin.ft.	½-inch Electrical Conduit	1.50	1,050.00
8,200 cu.yd.	6" - 0 Material in Base	2.00	16,400.00
2,100 cu.yd.	3/4" - 0 Material in Base & Shoulders	4.00	8,400.00
380 M-gal.	Sprinkling	2.50	950.00
			$152,355.00

Type Code Y005
Roadside Improvement (Sta. 2536+29 to 2558+80)(Contract No. 4239)

100 lin.ft.	½-inch Galvanised Steel Pipe	$ 0.38	$ 38.00
3,000 lin.ft.	3/4-inch Galvanised Steel Pipe	0.49	1,470.00
2,500 lin.ft.	1-inch Galvanised Steel Pipe	0.59	1,475.00
2,100 lin.ft.	1¼-inch Galvanised Steel Pipe	0.75	1,575.00
540 lin.ft.	1½-inch Galvanised Steel Pipe	0.83	448.20
900 lin.ft.	2-inch Galvanised Steel Pipe	1.25	1,125.00
200 lin.ft.	3-inch Galvanised Steel Pipe	1.76	352.00
2,100 lin.ft.	4-inch Galvanised Steel Pipe	2.50	5,250.00
1 only	2-inch Gate Valves	32.00	32.00
1 only	1½-inch Automatic Section Control Valves	45.00	45.00
23 only	2-inch Automatic Section Control Valves	53.00	1,219.00

10	only	3/4-inch Quick-Coupling Hose Valves	$ 9.00	$ 90.00
36	only	½-inch Drain Valves	4.00	144.00
140	only	Pop-up Sprinkler Heads, Non-Revolving	4.55	637.00
22	only	Pop-up Rotary Sprinkler Heads	15.00	330.00
230	only	Shrubbery Sprinkler Heads	2.00	460.00
All Required		8-section Automatic Sprinkler Controller		1,831.50
All Required		16-section Automatic Sprinkler Controller		2,030.00
100	only	Furnishing and Planting Trees	4.57	457.00
4,400	only	Furnishing and Planting Shrubs	1.54	6,776.00
700	only	Furnishing and Planting Vines	0.24	168.00
2.00	acres	Lawn Construction	1,200.00	2,400.00
300	lbs.	Grass Seed, Creeping Red Fescue	0.75	225.00
150	lbs.	Grass Seed, Highland Bent	0.95	142.50
22	cwt.	Organic Fertilizer, 5-3-2	4.50	99.00
20	cwt.	Inorganic Fertilizer, 10-6-4	4.50	90.00
260	units	Sawdust	10.50	2,730.00
				$ 31,639.20
		Subtotal		$183,994.20
		10% Engr. & Cont.		18,399.42
		Total		$202,393.62

Length of Roadway 0.614 mile
Cost of Roadway per mile $329,631.30

Type Code 3210
Roadway (Sta. 2558+80 to 2608+60)(Contract No. 3877)

All Required		Clearing and Grubbing (60%)		$ 13,800.00
2,200	sq.yd.	Removal of Pavement	$ 0.40	880.00
1,000	lin.ft.	Removal of Curbs	0.35	350.00
260	sq.yd.	Removal of Sidewalks	0.50	130.00
180	cu.yd.	Structural Excavation, Unclassified	2.50	450.00
25	cu.yd.	Trench Excavation, Unclassified	2.00	50.00
34,000	cu.yd.	General Excavation, Location "A", Unclassified	0.74	25,160.00
280,000	cu.yd.	General Excavation, Location "B", Unclassified	0.74	207,200.00
560,000	yd.sta.	Short Overhaul	0.015	8,400.00
11,000	C-yd.sta.	Long Overhaul	0.40	4,400.00
0.94	mile	Finishing Roadbed and Slopes	700.00	658.00
1,000	lin.ft.	Rounding Cutbanks	0.25	250.00
550	lin.ft.	12-inch Sewer Pipe	2.60	1,430.00
40	lin.ft.	8-inch Perforated Metal Drain Pipe	3.40	136.00
8	cu.yd.	3/8" - 0 Backfill in Drains	5.00	40.00
450	lin.ft.	18-inch Concrete Pipe	4.25	1,912.50
60	lin.ft.	Salvaging Culvert Pipe	3.00	180.00
6	only	Concrete Catch Basins	235.00	1,410.00
1	only	Concrete Manholes	325.00	325.00
1	only	Adjustment of Manholes	125.00	125.00
470	lin.ft.	Metal Guard Rail	5.00	2,350.00
15,100	cu.yd.	6" - 0 Material in Base	2.00	30,200.00
3,800	cu.yd.	3/4" - 0 Material in Base & Shoulders	4.00	15,200.00

620 M-gal.	Sprinkling	$ 2.50	$ 1,550.00
300 cu.yd.	3/4" - 0 Material in Binder Course	4.00	1,200.00
900 cu.yd.	Furnishing and Placing Aggregates	4.75	4,275.00
50 tons	Furnishing and Placing RC-3 Asphalt	45.30	2,265.00
80 tons	Furnishing and Placing 150-200 Asphalt	42.80	3,424.00
	Subtotal		$327,750.50
	10% Engr. & Cont.		32,775.05
	Total		$360,525.55

Length of Roadway 0.942 mile
Cost of Roadway per mile $382,723.51

Type Code X221
Harvard Avenue Overcrossing (Sta. 2552+99.29 to 2554+25.29)(Contract No. 3906)

480 cu.yd.	Structural Excavation	$ 5.00	$ 2,400.00
10 cu.yd.	Excavation Below Elevation Shown	10.00	100.00
530 lin.ft.	Furnishing Piling	5.00	2,650.00
14 only	Drive Piles	50.00	700.00
510 cu.yd.	Class "A" Concrete	65.00	33,150.00
125,000 lbs.	Metal Reinforcement	0.10	12,500.00
400 sq.yd.	Concrete Slab Riprap	5.00	2,000.00
160 lin.ft.	6-inch Metal Drain Pipe	2.00	320.00
			$ 53,820.00

Type Code X221
Portland Street Overcrossing (Sta. 2612+91.84 to 2613+91.84)(Contract No. 3906)

160 cu.yd.	Structural Excavation	$ 5.00	$ 800.00
10 cu.yd.	Excavation Below Elevation Shown	10.00	100.00
430 lin.ft.	Furnishing Piling	5.00	2,150.00
14 only	Drive Piles	50.00	700.00
360 cu.yd.	Class "A" Concrete	65.00	23,400.00
90,000 lbs.	Metal Reinforcement	0.10	9,000.00
490 sq.yd.	Concrete Slab Riprap	5.00	2,450.00
70 lin.ft.	6-inch Metal Drain Pipe	2.00	140.00
			$ 38,740.00

Type Code X221
Community Hospital Road Overcrossing (Sta. 2548+90.79 to 2550+10.79)(Cont. No. 3935)

540 cu.yd.	Structural Excavation	$ 6.75	$ 3,645.00
10 cu.yd.	Excavation Below Elevation Shown	20.00	200.00
580 lin.ft.	Furnishing Piling	6.00	3,480.00
14 only	Drive Piles	59.00	826.00
460 cu.yd.	Class "A" Concrete	62.50	28,750.00
120,000 lbs.	Metal Reinforcement	0.10	12,000.00
550 sq.yd.	Concrete Slab Riprap	3.00	1,650.00
60 lin.ft.	6-inch Metal Drain Pipe	2.00	120.00
			$ 50,671.00

Subtotal	$143,231.00
10% Engr. & Cont.	14,323.10
Total	$157,554.10

Length of 3 Structures 0.066

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Surfaced Roadway	$202,393.62	$123,604.00	$ 78,789.62
Oiled Roadway	360,525.55	220,176.00	140,349.55
Structures	157,554.10	96,220.00	61,334.10
	$720,473.27	$440,000.00	$280,473.27

State Funds for Const: Chp. 175, laws 1917; Chap. 51, laws 1920; Chap. 529, laws 1939.

State Funds for Maint. Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. UI-78(16)

SOUTH UMPQUA RIVER-FAIRGROUNDS SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 24, 1953

Type Code 2010
Roadway (Sta. 2535+18 to Sta. 2558+80)(Sta. 2608+60 to Sta. 2622+00)
(Contract No. 3877)

All Required		Clearing and Grubbing (40%)		$ 9,200.00
820	cu.yds.	Structural Excavation, Unclassified	$ 2.50	2,050.00
35	cu.yds.	Trench Excavation, Unclassified	2.00	70.00
73,000	cu.yds.	General Excavation, Location "A", Unclassified	0.74	54,020.00
20,000	cu.yds.	General Excavation, Location "B", Unclassified	0.74	14,800.00
840,000	yd.stas.	Short Overhaul	0.015	12,600.00
17,000	C-yd.stas.	Long Overhaul	0.40	6,800.00
0.65	mile	Finishing Roadbed and Slopes	700.00	455.00
600	lin.ft.	Rounding Cutbanks	0.25	150.00
7,000	cu.yds.	Excavating and Placing Topsoil	1.00	7,000.00
1,200	lin.ft.	12-inch Sewer Pipe	2.60	3,120.00
1,000	lin.ft.	15-inch Sewer Pipe	3.40	3,400.00
600	lin.ft.	18-inch Concrete Pipe	4.25	2,550.00
4	only	Concrete Catch Basins	235.00	940.00
4	only	Concrete Manholes	325.00	1,300.00
4	only	Adjustment of manholes	125.00	500.00
80	cu.yds.	Concrete Curbs	54.00	4,320.00
570	sq.yds.	Concrete Walks	4.00	2,280.00
700	lin.ft.	1½-inch Electrical Conduit	1.50	1,050.00
8,200	cu.yds.	6" - 0 Material in Base	2.00	16,400.00
2,100	cu.yds.	3/4" - 0 Material in Base and Shoulders	4.00	8,400.00
380	M-gals.	Sprinkling	2.50	950.00
		Subtotal		$152,355.00
		10% Engr. & Cont.		15,235.50
		Total		$167,590.50

Length of Roadway	0.643 Miles
Cost per Mile	$260,638.41

Type Code 3210
Roadway (Sta. 2558+80 to Sta. 2608+60)(Contract No. 3877)

All Required		Clearing and Grubbing (60%)		$ 13,800.00
2,200	sq.yds.	Removal of Pavement	$ 0.40	880.00
1,000	lin.ft.	Removal of Curbs	0.35	350.00
260	sq.yds.	Removal of Sidewalks	0.50	130.00
180	cu.yds.	Structural Excavation, Unclassified	2.50	450.00
25	cu.yds.	Trench Excavation, Unclassified	2.00	50.00
34,000	cu.yds.	General Excavation, Location "A", Unclassified	0.74	25,160.00
280,000	cu.yds.	General Excavation, Location "B", Unclassified	0.74	207,200.00
560,000	yd.stas.	Short Overhaul	0.015	8,400.00
11,000	C-yd.stas.	Long Overhaul	0.40	4,400.00
0.94	miles	Finishing Roadbed and Slopes	700.00	658.00
1,000	lin.ft.	Rounding Cutbanks	0.25	250.00
550	lin.ft.	12-inch Sewer Pipe	2.60	1,430.00
40	lin.ft.	8-inch Perforated Metal Drain Pipe	3.40	136.00
8	cu.yds.	3/8" - 0 Backfill in Drains	5.00	40.00
450	lin.ft.	18-inch Concrete Pipe	4.25	1,912.50
60	lin.ft.	Salvaging Culvert Pipe	3.00	180.00
6	only	Concrete Catch Basins	235.00	1,410.00
1	only	Concrete Manholes	325.00	325.00
1	only	Adjustment of Manholes	125.00	125.00
470	lin.ft.	Metal Guard Rail	5.00	2,350.00
15,100	cu.yds.	6" - 0 Material in Base	2.00	30,200.00
3,800	cu.yds.	3/4" - 0 Material in Base and Shoulders	4.00	15,200.00
620	M-gals.	Sprinkling	2.50	1,550.00
300	cu.yds.	3/4" - 0 Material in Binder Course	4.00	1,200.00
900	cu.yds.	Furnishing and Placing Aggregates	4.75	4,275.00
50	tons	Furnishing and Placing RC-3 Asphalt	45.30	2,265.00
80	tons	Furnishing and Placing 150-200 Asphalt	42.80	3,424.00
		Subtotal		$327,750.50
		10% Engr. & Cont.		32,775.05
		Total		$360,525.55

Length of Roadway	0.942 Mile
Cost per Mile	$382,723.51

Type Code X221
Harvard Avenue Overcrossing (Sta. 2552+99.29 to 2554+25.29)

480	cu.yds.	Structural Excavation	$ 10.00	$ 4,800.00
10	cu.yds.	Excavation Below Elevation Shown	15.00	150.00
530	lin.ft.	Furnishing Piling	6.00	3,180.00
14	only	Drive Piles	50.00	700.00
510	cu.yds.	Class "A" Concrete	68.00	34,680.00
125,000	lbs.	Metal Reinforcement	0.11	13,750.00
400	sq.yds.	Concrete Slab Riprap	7.00	2,800.00
160	lin.ft.	6-inch Metal Drain Pipe	3.00	480.00
				$ 60,540.00

Type Code X221
Portland Street Overcrossing (Sta. 2612+91.84 to Sta. 2613+91.84)

160	cu.yds.	Structural Excavation	$ 10.00	$ 1,600.00
10	cu.yds.	Excavation Below Elevation Shown	15.00	150.00
430	lin.ft.	Furnishing Piling	6.00	2,580.00
14	only	Drive Piles	50.00	700.00
360	cu.yds.	Class "A" Concrete	68.00	24,480.00
90,000	lbs.	Metal Reinforcement	0.11	9,900.00
490	sq.yds.	Concrete Slab Riprap	7.00	3,430.00
70	lin.ft.	6-inch Metal Drain Pipe	3.00	210.00
				$ 43,050.00

Subtotal	$103,590.00
10% Engr. & Cont.	10,359.00
Total	$113,949.00

Length of 3 Structures 0.058

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Surfaced Roadway	$167,590.50	$103,885.00	$ 63,705.50
Oiled Roadway	360,525.55	223,481.00	137,044.55
Structures	113,949.00	70,634.00	43,315.00
	$642,065.05	$398,000.00	$244,065.05

Oregon State Highway Department

Federal Aid Project
No. UI-78 (16)

SOUTH UMPQUA RIVER-FAIRGROUNDS SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 17, 1952

Type Code 2010
Roadway (Sta. 2535+18 to Sta. 2558+80) (Sta. 2608+60 to 2622+00)

All Required		Clearing and Grubbing (40%)		$ 4,000.00
820	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,460.00
35	cu. yds.	Trench Excavation, Unclassified	3.00	105.00
73,000	cu. yds.	General Excavation, Location "A", Unclassified	0.60	43,800.00
20,000	cu. yds.	General Excavation, Location "B", Unclassified	1.15	23,000.00
840,000	yd. stas.	Short Overhaul	0.015	12,600.00
17,000	C-yd. stas.	Long Overhaul	0.45	7,650.00
0.65	mile	Finishing Roadbed and Slopes	800.00	520.00
600	lin. ft.	Rounding Cutbanks	0.20	120.00
7,000	cu. yds.	Excavating and Placing Topsoil	1.25	8,750.00
1,200	lin. ft.	12-inch Sewer Pipe	1.75	2,100.00
1,000	lin. ft.	15-inch Sewer Pipe	2.25	2,250.00
600	lin. ft.	18-inch Concrete Pipe	3.50	2,100.00
4	only	Concrete Catch Basins	75.00	300.00
4	only	Concrete Manholes	175.00	700.00
4	only	Adjustment of Manholes	50.00	200.00
80	cu. yds.	Concrete Curbs	45.00	3,600.00
570	sq. yds.	Concrete Walks	4.00	2,280.00
700	lin. ft.	1¼-inch Electrical Conduit	1.25	875.00
8,200	cu. yds.	6" - 0 Material in Base	0.85	6,970.00
2,100	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	5,775.00
380	M-gals.	Sprinkling	2.50	950.00
			Subtotal	$131,105.00
			10% Engr. & Cont.	13,110.50
			Total	$144,215.50

Length of Roadway	0.646 miles
Length of 3 Bridges	0.055 miles
Total Length	0.701 miles
Cost per Mile	$223,243.80

Type Code 3210

Roadway (Sta. 2558+80 to Sta. 2608+60)

All Required		Clearing and Grubbing (60%)		$ 6,000.00
2,200	sq. yds.	Removal of Pavement	$ 1.00	2,200.00
1,000	lin. ft.	Removal of Curbs	0.75	750.00
260	sq. yds.	Removal of Sidewalks	0.40	104.00
180	cu. yds.	Structural Excavation, Unclassified	3.00	540.00
25	cu. yds.	Trench Excavation, Unclassified	3.00	75.00
34,000	cu. yds.	General Excavation, Location "A", Unclassified	0.60	20,400.00
280,000	cu. yds.	General Excavation, Location "B", Unclassified	1.15	322,000.00
560,000	yd. stas.	Short Overhaul	0.015	8,400.00
11,000	C-yd. stas.	Long Overhaul	0.45	4,950.00
0.94	miles	Finishing Roadbed and Slopes	800.00	752.00
1,000	lin. ft.	Rounding Cutbanks	0.20	200.00
550	lin. ft.	12-inch Sewer Pipe	1.75	962.50
40	lin. ft.	8-inch Perforated Metal Drain Pipe	2.75	110.00
8	cu. yds.	3/8" - 0 Backfill in Drains	6.00	48.00
450	lin. ft.	18-inch Concrete Pipe	3.50	1,575.00
60	lin. ft.	Salvaging Culvert Pipe	2.00	120.00
6	only	Concrete Catch Basins	75.00	450.00
1	only	Concrete Manholes	175.00	175.00
1	only	Adjustment of Manholes	50.00	50.00
470	lin. ft.	Metal Guard Rail	3.50	1,645.00
15,100	cu. yds.	6" - 0 Material in Base	0.85	12,835.00
3,800	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	10,450.00
620	M-gals.	Sprinkling	2.50	1,550.00
300	cu. yds.	3/4" - 0 Material in Binder Course	4.00	1,200.00
900	cu. yds.	Furnishing and Placing Aggregates	4.25	3,825.00
50	tons	Furnishing and Placing RC-3 Asphalt	42.00	2,100.00
80	tons	Furnishing and Placing 150-200 Asphalt	40.00	3,200.00
			Subtotal	$406,666.50
			10% Engr. & Cont.	40,666.65
			Total	$447,333.15

Length of Roadway 0.942 mile

Cost per mile $474,875.95

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Surfaced Roadway	$144,215.50	$ 88,253.00	$ 55,962.50
Oiled Roadway	447,333.15	273,747.00	173,586.15
	$591,548.65	$362,000.00	$229,548.65

Oregon State Highway Department

Federal Aid Project
No. UI-78 (16)

SOUTH UMPQUA RIVER-FAIRGROUNDS SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 27, 1953

Type Code 2010
Roadway (Sta. 2535+18 to Sta. 2558+80) (Sta. 2608+60 to Sta. 2622+00)
(Contract No. 3877)

All Required		Clearing and Grubbing (40%)		$ 9,200.00
820	cu. yds.	Structural Excavation, Unclassified	$ 2.50	2,050.00
35	cu. yds.	Trench Excavation, Unclassified	2.00	70.00
73,000	cu. yds.	General Excavation, Location "A", Unclassified	0.74	54,020.00
20,000	cu. yds.	General Excavation, Location "B", Unclassified	0.74	14,800.00
840,000	yd. stas.	Short Overhaul	0.015	12,600.00
17,000	C-yd. stas.	Long Overhaul	0.40	6,800.00
0.65	mile	Finishing Roadbed and Slopes	700.00	455.00
600	lin. ft.	Rounding Cutbanks	0.25	150.00
7,000	cu. yds.	Excavating and Placing Topsoil	1.00	7,000.00
1,200	lin. ft.	12-inch Sewer Pipe	2.60	3,120.00
1,000	lin. ft.	15-inch Sewer Pipe	3.40	3,400.00
600	lin. ft.	18-inch Concrete Pipe	4.25	2,550.00
4	only	Concrete Catch Basins	235.00	940.00
4	only	Concrete Manholes	325.00	1,300.00
4	only	Adjustment of Manholes	125.00	500.00
80	cu. yds.	Concrete Curbs	54.00	4,320.00
570	sq. yds.	Concrete Walks	4.00	2,280.00
700	lin. ft.	1¼-inch Electrical Conduit	1.50	1,050.00
8,200	cu. yds.	6" - 0 Material in Base	2.00	16,400.00
2,100	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.00	8,400.00
380	M-gals.	Sprinkling	2.50	950.00
			Subtotal	$152,355.00
			10% Engr. & Cont.	15,235.50
			Total	$167,590.50

Length of Roadway	0.635 mile
Cost per Mile	$263,922.04

Type Code 3210
Roadway (Sta. 2558+80 to Sta. 2608+60) (Contract No. 3877)

All Required		Clearing and Grubbing (60%)		$ 13,800.00
2,200	sq. yds.	Removal of Pavement	$ 0.40	880.00
1,000	lin. ft.	Removal of Curbs	0.35	350.00
260	sq. yds.	Removal of Sidewalks	0.50	130.00
180	cu. yds.	Structural Excavation, Unclassified	2.50	450.00
25	cu. yds.	Trench Excavation, Unclassified	2.00	50.00
34,000	cu. yds.	General Excavation, Location "A", Unclassified	0.74	25,160.00
280,000	cu. yds.	General Excavation, Location "B", Unclassified	0.74	207,200.00
560,000	yd. stas.	Short Overhaul	0.015	8,400.00
11,000	5-yd. stas.	Long Overhaul	0.40	4,400.00
0.94	mi.	Finishing Roadbed and Slopes	700.00	658.00
1,000	lin. ft.	Rounding Cutbanks	0.25	250.00
550	lin. ft.	12-inch Sewer Pipe	2.60	1,430.00
40	lin. ft.	8-inch Perforated Metal Drain Pipe	3.40	136.00
8	cu. yds.	3/8" - 0 Backfill in Drains	5.00	40.00
450	lin. ft.	18-inch Concrete Pipe	4.25	1,912.50
60	lin. ft.	Salvaging Culvert Pipe	3.00	180.00
6	only	Concrete Catch Basins	235.00	1,410.00
1	only	Concrete Manholes	325.00	325.00
1	only	Adjustment of Manholes	125.00	125.00
470	lin. ft.	Metal Guard Rail	5.00	2,350.00
15,100	cu. yds.	6" - 0 Material in Base	2.00	30,200.00
3,800	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.00	15,200.00
620	M-gals.	Sprinkling	2.50	1,550.00
300	cu. yds.	3/4" - 0 Material in Binder Course	4.00	1,200.00
900	cu. yds.	Furnishing and Placing Aggregates	4.75	4,275.00
50	tons	Furnishing and Placing RC-3 Asphalt	45.30	2,265.00
80	tons	Furnishing and Placing 150-200 Asphalt	42.80	3,424.00
			Subtotal	$327,750.50
			10% Engr. & Cont.	32,775.05
			Total	$360,525.55

Length of Roadway	0.942 mile
Cost per Mile	$382,723.51

Type Code X221
Harvard Avenue Overcrossing (Sta. 2552+99.29 to 2554+25.29)
(Contract No. 3906)

480	cu. yds.	Structural Excavation	$ 5.00	$ 2,400.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
530	lin. ft.	Furnishing Piling	5.00	2,650.00

14	only	Drive Piles	$ 50.00	$ 700.00
510	cu. yds.	Class "A" Concrete	65.00	33,150.00
125,000	lbs.	Metal Reinforcement	0.10	12,500.00
400	sq. yds.	Concrete Slab Riprap	5.00	2,000.00
160	lin. ft.	6-inch Metal Drain Pipe	2.00	320.00
				$ 53,820.00

Type Code X221
Portland Street Overcrossing (Sta. 2612+91.84 to Sta. 2613+91.84)
(Contract No. 3906)

160	cu. yds.	Structural Excavation	$ 5.00	$ 800.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
430	lin. ft.	Furnishing Piling	5.00	2,150.00
14	only	Drive Piles	50.00	700.00
360	cu. yds.	Class "A" Concrete	65.00	23,400.00
90,000	lbs.	Metal Reinforcement	0.10	9,000.00
490	sq. yds.	Concrete Slab Riprap	5.00	2,450.00
70	lin. ft.	6-inch Metal Drain Pipe	2.00	140.00
				$ 38,740.00

Type Code X221
Community Hospital Road Overcrossing (Sta. 2548+90.79 to Sta. 2550+10.79)

540	cu. yds.	Structural Excavation	$ 8.00	$ 4,320.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
580	lin. ft.	Furnish Piling	5.50	3,190.00
14	only	Drive Piles	60.00	840.00
460	cu. yds.	Class "A" Concrete	70.00	32,200.00
120,000	lbs.	Metal Reinforcement	0.11	13,200.00
550	sq. yds.	Concrete Slab Riprap	7.00	3,850.00
60	lin. ft.	6-inch Metal Drain Pipe	3.00	180.00
				$ 57,930.00
			Subtotal	$150,490.00
			10% Engr. & Cont.	15,049.00
			Total	$165,539.00

Length of 3 Structures 0.066 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Surfaced Roadway	$167,590.50	$103,890.00	$ 63,700.50
Oiled Roadway	360,525.55	223,491.00	137,034.55
Structures	165,539.00	102,619.00	62,920.00
	$693,655.05	$430,000.00	$263,655.05

Oregon State Highway Department

Federal Aid Project
No. UI-78 (16)

SOUTH UMPQUA RIVER-FAIRGROUNDS SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 23, 1954

Type Code 2010
Roadway (Sta. 2536+29.34 to Sta. 2558+80) (Sta. 2608+60 to Sta. 2622+00)
(Contract No. 3877)

All Required		Clearing and Grubbing (40%)		$ 9,200.00
820	cu. yds.	Structural Excavation, Unclassified	$ 2.50	2,050.00
35	cu. yds.	Trench Excavation, Unclassified	2.00	70.00
73,000	cu. yds.	General Excavation, Location "A" Unclassified	0.74	54,020.00
20,000	cu. yds.	General Excavation, Location "B" Unclassified	0.74	14,800.00
840,000	yd. sta.	Short Overhaul	0.015	12,600.00
17,000	C-yd. sta.	Long Overhaul	0.40	6,800.00
0.65	mile	Finishing Roadbed and Slopes	700.00	455.00
600	lin. ft.	Rounding Cutbanks	0.25	150.00
7,000	cu. yds.	Excavating and Placing Topsoil	1.00	7,000.00
1,200	lin. ft.	12-inch Sewer Pipe	2.60	3,120.00
1,000	lin. ft.	15-inch Sewer Pipe	3.40	3,400.00
600	lin. ft.	18-inch Concrete Pipe	4.25	2,550.00
4	only	Concrete Catch Basins	235.00	940.00
4	only	Concrete Manholes	325.00	1,300.00
4	only	Adjustment of Manholes	125.00	500.00
80	cu. yds.	Concrete Curbs	54.00	4,320.00
570	sq. yds.	Concrete Walks	4.00	2,280.00
700	lin. ft.	½-inch Electrical Conduit	1.50	1,050.00
8,200	cu. yds.	6"-0 Material in Base	2.00	16,400.00
2,100	cu. yds	3/4"-0 Material in Base and Shoulders	4.00	8,400.00
380	M-gal.	Sprinkling	2.50	950.00
				$152,355.00

Type Code Y005
Roadside Improvement (Sta. 2536+29 to Sta 2558+80)

100	lin. ft.	½-inch Galvanized Steel Pipe	$ 0.40	$ 40.00
3,000	lin. ft.	3/4-inch Galvanized Steel Pipe	0.50	1,500.00
2,500	lin. ft.	1-inch Galvanized Steel Pipe	0.60	1,500.00
2,100	lin. ft.	1¼-inch Galvanized Steel Pipe	0.75	1,575.00
540	lin. ft.	1½-inch Galvanized Steel Pipe	0.90	486.00
900	lin. ft.	2-inch Galvanized Steel Pipe	1.20	1,080.00
200	lin. ft.	3-inch Galvanized Steel Pipe	2.00	400.00

2,100	lin. ft.	4-inch Galvanized Steel Pipe	$ 2.50	$ 5,250.00
1	only	2-inch Gate Valves	30.00	30.00
1	only	1½-inch Automatic Section Control Valves	45.00	45.00
23	only	2-inch Automatic Section Control Valves	55.00	1,265.00
10	only	3/4-inch Quick-Coupling Hose Valves	10.00	100.00
36	only	½-inch Drain Valves	8.50	306.00
140	only	Pop-up Sprinkler Heads, Non-Revolving	4.50	630.00
22	only	Pop-up Rotary Sprinkler Heads	12.50	275.00
230	only	Shrubbery Sprinkler Heads	2.00	460.00
All Required		8-Section Automatic Sprinkler Controller		1,520.00
All Required		16-Section Automatic Sprinkler Controller		1,660.00
100	only	Furnishing and Planting Trees	3.00	300.00
4,400	only	Furnishing and Planting Shrubs	2.00	8,800.00
700	only	Furnishing and Planting Vines	0.26	182.00
2.00	acres	Lawn Construction	1,275.00	2,550.00
300	lbs.	Grass Seed, Creeping Red Fescue	0.90	270.00
150	lbs.	Grass Seed, Highland Bent	1.15	172.50
22	Cwt.	Organic Fertilizer, 5-3-2	6.00	132.00
20	Cwt.	Inorganic Fertilizer, 10-6-4	5.00	100.00
260	Units	Sawdust	15.00	3,900.00
				$ 34,528.50

Subtotal	$186,883.50
10% Engr. & Cont.	18,688.35
Total	$205,571.85

Length of Roadway	0.614
Cost of Roadway Per mile	$334,807.57

Type Code 3210
Roadway (Sta. 2558+80 to Sta. 2608+60) (Contract No. 3877)

All Required		Clearing and Grubbing (60%)		$ 13,800.00
2,200	sq. yds.	Removal of Pavement	$ 0.40	880.00
1,000	lin. ft.	Removal of Curbs	0.35	350.00
260	sq. yds.	Removal of Sidewalks	0.50	130.00
180	cu. yds.	Structural Excavation, Unclassified	2.50	450.00
25	cu. yds.	Trench Excavation, Unclassified	2.00	50.00
34,000	cu. yds.	General Excavation, Location "A" Unclassified	0.74	25,160.00
280,000	cu. yds.	General Excavation, Location "B" Unclassified	0.74	207,200.00
560,000	yd. sta.	Short Overhaul	0.015	8,400.00

11,000	C-yd. sta.	Long Overhaul	0.40	4,400.00
0.94	mi.	Finishing Roadbed and Slopes	700.00	658.00
1,000	lin. ft.	Rounding Cutbanks	0.25	250.00
550	lin. ft.	12-inch Sewer Pipe	2.60	1,430.00
40	lin. ft.	8-inch Perforated Metal Drain Pipe	3.40	136.00
8	cu. yds.	3/8"-0 Backfill in Drains	5.00	40.00
450	lin. ft.	18-inch Concrete Pipe	4.25	1,912.50
60	lin. ft.	Salvaging Culvert Pipe	3.00	180.00
6	only	Concrete Catch Basins	235.00	1,410.00
1	only	Concrete Manholes	325.00	325.00
1	only	Adjustment of Manholes	125.00	125.00
470	lin. ft.	Metal Guard Rail	5.00	2,350.00
15,100	cu. yds.	6"-0 Material in Base	2.00	30,200.00
3,800	cu. yds.	3/4"-0 Material in Base and Shoulders	4.00	15,200.00
620	M-gal.	Sprinkling	2.50	1,550.00
300	cu. yds.	3/4"-0 Material in Binder Course	4.00	1,200.00
900	cu. yds.	Furnishing and Placing Aggregates	4.75	4,275.00
50	tons	Furnishing and Placing RC-3 Asphalt	45.30	2,265.00
80	tons	Furnishing and Placing 150-200 Asphalt	42.80	3,424.00
		Subtotal		$327,750.50
		10% Engr. & Cont.		32,775.05
		Total		$360,525.55

Length of Roadway 0.942 mile
Cost per mile $382,723.51

Type Code X221
Harvard Avenue Overcrossing (Sta. 2552+99.29 to 2554+25.29) (Contract No. 3906)

480	cu. yd.	Structural Excavation	$ 5.00	$ 2,400.00
10	cu. yd.	Excavation Below Elevation Shown	10.00	100.00
530	lin. ft.	Furnishing Piling	5.00	2,650.00
14	only	Drive Piles	50.00	700.00
510	cu. yd.	Class "A" Concrete	65.00	33,150.00
125,000	lbs.	Metal Reinforcement	0.10	12,500.00
400	sq. yd.	Concrete Slab Riprap	5.00	2,000.00
160	lin. ft.	6-inch Metal Drain Pipe	2.00	320.00
				$53,820.00

Type Code X221
Portland Street Overcrossing (Sta 2612+91.84 to Sta. 2613+91.84) (Contract No. 3906)

160	cu. yds.	Structural Excavation	$ 5.00	$ 800.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
430	lin. ft.	Furnishing Piling	5.00	2,150.00
14	only	Drive Piles	50.00	700.00

360	cu. yds.	Class "A" Concrete	$65.00	$23,400.00
90,000	lbs.	Metal Reinforcement	0.10	9,000.00
490	sq. yds.	Concrete Slab Riprap	5.00	2,450.00
70	lin. ft.	6-inch Metal Drain Pipe	2.00	140.00
				$38,740.00

Type Code X221
Community Hospital Road Overcrossing (Sta. 2548+90.79 to Sta. 2550+10.79)
(Contract No. 3935)

540	cu. yds.	Structural Excavation	$ 6.75	$ 3,645.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
580	lin. ft.	Furnish Piling	6.00	3,480.00
14	only	Drive Piles	59.00	826.00
460	cu. yds.	Class "A" Concrete	62.50	28,750.00
120, 000	lbs.	Metal Reinforcement	0.10	12,000.00
550	sq. yds.	Concrete Slab Riprap	3.00	1,650.00
60	lin. ft.	6-inch Metal Drain Pipe	2.00	120.00
				$50,671.00
		Subtotal		$143,231.00
		10% Engr. & Cont.		14,323.10
		Total		$157,554.10

Length of 3 Structures 0.066

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
Surfaced Roadway	$205,571.85	$124,993.00	$ 80,578.85
Oiled Roadway	360,525.55	219,210.00	141,315.55
Structures	157,554.10	95,797.00	61,757.10
	$723,651.50	$440,000.00	$283,651.50

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November 18, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 5, 1954 on Contract No. 3877, South Umpqua River-Fairgrounds Unit, Deady-Shady Section, in Douglas County, in connection with Federal Aid Project No. UI-78 (16).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc: John Cattrall

DBP:bb

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47- [illegible] (16)

November 15, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the South Umpqua River-Fairgrounds Contract No. 3877, Oregon UI-78 (16), from August 31, 1954 to November 5, 1954, to Funderburk Construction Company, contractor.

Failure of the bridge contractors who were completing two bridge structures within the project limit and also the fact that the heavy bridge construction in the area seriously overtaxed the concrete plants in the vicinity delayed the construction of curbs and other concrete structures. The majority of the project was completed within the time limit and I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc: H. G. Smith

Form E-1—10M

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OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 5, 1954

Section So. Umpqua River - Fairgrounds Unit

Kind of work Grading & Oil Mat Surfacing

Highway Pacific

Section prefix 10-1070

Contractor Funderburk Construction Co.

Contract number 3877

Date of contract Feb. 25, 1953

Date of completion August 31, 1954

Date work started Feb. 12, 1953

Estimated date of completion Nov. 5, 1954

Per cent of time elapsed 112 %

Project authorization $547,993.69

Exclusive of Engineering $509,025.25

Estimated cost of completed project, exclusive of engineering $477,500.00

Per cent of contract completed, based on total contract price . . . . 96 %

Engineering authorization $38,968.44

Engineering cost to date $39,706.00, 102 %

Date project was completed Nov. 5, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor finished project on Friday of this week.

NOTED
T. G. SMITH

C [illegible] ILLER

NOTED
B. A. MARTIN

NOTED
FORREST COOPER

Signed Clay M. Cornett

Address Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 77090

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.59	1.59		0.94	
Miles partially completed					
Miles completed	1.59	1.59		0.94	
Total estimated quantities	378,750	28,446		101	
Estimated quantities moved or placed to date	378,750	28,446		101	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week	2				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

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July 23, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In connection with the landscaping project on the S. Umpqua River-Fairgrounds Section, Project UI-78 (16), we find it necessary, or advantageous at least, to provide some of the plants required in the work.

Of these plants, 48 are of the Lawson Falsecypress variety and 733 are of the California Incense cedar variety. Our reason for wanting to furnish the Falsecypress is that we have a supply of this plant on hand, acquired as a part of a right of way transaction at a point where the right of way was across a nursery property. Use of these plants in the work should effect some saving in cost.

The Incense cedar is a plant which is not stocked in quantity by commercial nurseries, so to insure a supply for this and other work, the growing of a supply was contracted, on a competitive bid basis, a year or more ago.

In view of the situations described, may we be permitted to furnish the plants to the project on a nonparticipating basis and without charge to the contractor?

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:gs

RECEIVED
FOR FILING

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
November 16, 1953

To:
H. G. Smith
Construction Engineer

SUBJECT:

Dear Sir

I attach hereto, in duplicate, the consent of surety to permit release of the retained percentage on the South Umpqua River-Fairgrounds Unit of the Pacific Highway from the present total of 34,000 odd dollars to $19,000.

Please forward these to the proper authority.

Very truly yours

Tom Edwards

Tom Edwards
Division Engineer

TE:ri

Enc.

Glens Falls
INDEMNITY COMPANY
Glens Falls, N.Y.
R. H. GRIFFITH, VICE-PRESIDENT
JOHN L. SERGEANT, SECRETARY
PACIFIC COAST DEPARTMENT
MILLS TOWER SAN FRANCISCO 4

Rodgers Insurance Agency, Inc.
803 TITLE & TRUST BUILDING
Telephone Atwater 8496
PORTLAND 4, OREGON

CAPITAL STOCK COMPANY INSURANCE
Standard protection

November 13, 1953

RECEIVED
NOV 16 1953
ROSEBURG

Mr. Tom Edwards,
Division Engineer
Oregon State Highway Dept.
Roseburg, Oregon

We, the Glens Falls Indemnity Company of Glens Falls, New York, as surety on the Bond guaranteeing completion of Contract #3877 South Umpqua River - Fairgrounds Unit, Deady-Shady Section, Douglas County hereby join in and consent to request for reduction of the earned retainage to 3% on the above contract, and hereby agree to remain fully bound as surety in all respects.

GLENS FALLS INDEMNITY COMPANY

BY David J Kuhlman

Countersigned by
RODGERS INSURANCE AGENCY, INC.

by David J Kuhlman

[illegible] ON CARD
[illegible]

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NOV 12 1953
FOR FILING

[illegible]

3877

November 10, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Funderburk Construction Company a portion of the funds heretofore retained by the Commission on contract No. 3877, for grading and surfacing on the South Umpqua River-Fairgrounds Unit, Deady-Shady Section of the Pacific Highway in Douglas County.

This payment, in the amount of $15,086.35, reduces the retained percentage to $19,000.00 lump sum. The present payment will be released to the contractor on or after November 20, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

P. S.
The above has been assigned to Douglas County State Bank in accordance with assignment made by the contractor and consented to by you.

NOTED ON CARD
11-10-53

File

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FOR FILING
FORM E-30 25M 8-51 82315

[illegible]

977

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 6, 1953

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED
W. C. WILLIAMS

NOTED
F. QUERY

Dear Sir:

Referring to your letter of November 5, 1953 re reducing the retained percentage from $34,000 to $19,000 on the Funderburk project in Roseburg, I wish to advise that Mr. Baldock has approved the reduction, however, it will be necessary for Mr. Funderburk to secure approval of his surety and have this approval in writing sent to the secretary of the Highway Commission before payment can be released.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams
S. H. Probert

RECEIVED
JUL 30 1953
FOR FILING
FORM E-30 25M 9-51 82315

4I- [illegible]

3877

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1953

SUBJECT:

COPY

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Original [illegible] to [illegible]

Dear Sir:

When the right of way was secured across the Veterans Hospital property in Roseburg, it was a condition of the transaction that the State construct a seven-foot high cyclone fence along the boundary between the right of way granted and the property remaining in the Veterans facility. This fence has now been constructed and, I understand, is satisfactory to the Veterans Administration. They have, however, asked a permit to construct a pedestrian gate three feet wide at a point approximately 2,000 feet south of the northerly end of the Veteran property. The reason for this request is that in the event a patient attempted to escape by climbing over the fence guards and attendants would be at a decided disadvantage in attempting pursuit. The gate would be kept locked at all times except when it was necessary to pursue a patient taking French leave and it would be used for no other purpose. They further state that should, at any time, the State find that the gate was used for any other unauthorized passage or was left unlocked we would have the authority to close it permanently as a safety measure.

It is my recommendation that such a permit be granted with the provision that it be used solely for emergency pursuit and that the Highway Commission would have the right to permanently close the gate if it is found that it is used for any other purpose, and that installation be made by the Veterans Administration.

I request your approval.

Very truly yours,

H. G. Smith
Construction Engineer

By (sgd) Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

APPROVED

(sgd) W. C. Williams
Asst. State Highway Engineer
Date 7-29-53

FC:js
cc Tom Edwards

RECEIVED
FOR FILING
U-78(16)
3877

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1953

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

The subcontract between the Funderburk Construction Company and Earthmovers Inc., covering portions of Items 7, 9 and 12 (location "A") on the South Umpqua River-Fairgrounds Contract No. 3877 Oregon UI-78(16), is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js
encl.
cc W. C. Williams
C. G. Polk - 2

KRXL

RECEIVED
FOR FILING

May 5, 1953

Funderburk Construction Co.
Sutherlin, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

Enclosed is bill for $18.05 representing claim against your company for damages to my car while traversing the Mt. Nebo road en route to my work at KRXL. There is no other road to travel to the station. Due to the condition of the road, resulting from the construction work your company is in charge of, the tail pipe and muffler were torn off and broken.

This claim is delayed in being presented to you as I was previously informed that E. L. Schmieding Co., adjustors, were taking care of your insurance. It was several weeks before they informed me that their business with you had been terminated.

I would appreciate prompt reimbursement for the amount of this bill.

Very truly yours,

Lois I. Helliwell

cc: Rodgers Ins. Agency
R.H.Baldock

• P. O. Box No. 847
ROSEBURG, OREGON

NOTED
W. W. STIFFLER

RECEIVED
APR 27 1953
FOR FILING

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 23, 1953

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED
W. C. WILLIAM

Dear Sir:

The Subcontract between the Funderburk Construction Company and the Harding Blasting Company covering the drilling and shooting on the South Umpqua River - Fair Grounds Unit of the Pacific Highway Oregon UI - 178 (16) is approved and you may so inform the interested parties.

Four copies of the Subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js

Encl.

cc W. C. Williams ✓
C. G. Polk (2)

RECEIVED
1953

RECEIVED
FOR FILING

111-7E

2,99

Form A-20[illegible]—1M—9-51

files

Original in contract

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF One Dollar ($1.00) Dollars, to us paid, we hereby sell, assign and transfer the within claim for all monies due or to become due in connection with Contract 3877 for grading and oil mat surfacing on South Umpqua River - Fairgrounds Unit, Deady-Shady Section of Pacific Highway in Douglas County Oregon. to Douglas County State Bank, Sutherlin, Oregon and authorize and empower said Douglas County State Bank, Sutherlin, Oregon to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 25th day of - March -, 1953.

Executed in the presence of us as witnesses:

Donald C. Allen

Funderburk Const. Co.

By Edward Funderburk

State Printing 52087

RECEIVED
FOR FILING

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

March 25, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project UI-78(16), South Umpqua-Fairgrounds Section of the Pacific Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
APR 2 1953
FOR FILING

41-78([illegible])

3877

~~March~~ 23, 1953

Funderburk Construction Company
Route 1, Box 295
Sutherlin, Oregon

Attention: Mr. Edward Funderburk

Gentlemen:

As requested in your letter of ~~April~~ mar 18, 1953, we are attaching four copies of an assignment of claim assigning monies due or to become due on Contract No. 3877 to the Douglas County State Bank at Sutherlin.

When the assignment has been properly signed and witnessed, please return two copies to this office with a letter from the surety on this contract consenting to the assignment. As soon as the assignment and letter have been received, we will expedite the arrangements in this office.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FQ:jmc

ED. FUNDERBURK
OWNER

PHONE
OFFICE - 3139
RES. - 2739

FUNDERBURK CONSTRUCTION COMPANY
General Contractor
ROUTE 1 - BOX 295 - SUTHERLIN, OREGON

~~April~~ 18, 53
Mar

REFERRED TO

Marion ✓

Mr. Williams.
Ass't. Director of Highways
Salem, Oregon

Dear Sir;

I'm writing in regards to giving assignment of the moneys due on State Highway Contract #3877. Would you please assign this to the Douglas County State Bank at Sutherlin, Oregon.

I don't know who to write to in regards to this matter other than you, but I'm sure that you will see that it gets to the right party.

We have the slides under control on the Slide job and everything is looking quite nice.

We are really going places on the Roseburg job.

Very truly yours
Edward Funderburk
Edward Funderburk

ESF/dc

W. C. WILLIAMS

RECEIVED
MAR 19 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 17 1953
FOR FILING

UI-78(10)
3877

March 16, 1953

Funderburk Construction Co.
Sutherlin, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3877, which was awarded to you on February 25, 1953 by the State Highway Commission, for [illegible]ing and surfacing on the South Umpqua River-Fairgrounds [illegible] Deady-Shady Section of the Pacific Highway in Douglas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

FOR FILING

KRXL

March 6, 1953

Funderburk Construction Company
Sutherlin, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

We beg to call your attention to the damage we are sustaining by reason of the irregularity and length of time you are blocking the present county road leading to our radio station.

Under your present operation which is indicated will become progressively worse, our engineers and other employees at the station must remain on duty while their relief is waiting at the north end of your blockade, all of which results in having a double set of employees for that length of time and the payment of overtime to those employees who are forced to remain on duty. As you no doubt know, our Federal license requires us to remain on the air continuously. Our employees have been held up for as long as 55 minutes at a time, and it appears now from the road condition that after a rain we will not be able to get through at all.

We are advised that where one suffers a special damage in the closing of a road not suffered by the public generally, the one suffering such damage has a legal cause of action. We appreciate the fact that we must suffer some inconvenience, and we want to be co-operative but can see no reason for the continuance of the present situation. A temporary bridge of the pontoon type across the river south of your present contract would solve not only our problem but the problem of all others using the river road; or insofar as we are concerned, a footbridge would relieve the inconvenience and lessen the damage we are sustaining.

If the situation continues and grows worse, it may become necessary to rent and furnish an office on the east side of the river with special wires from there to the station, all of which will cost money and for which we would expect to be compensated.

You no doubt understand that time on the air is our stock in trade, that all programs must go on the air on the minute, and that our commercial accounts must be continually serviced. Therefore, if our salesmen are unable to reach the station on time with their advertising, we suffer a considerable loss.

Our manager would be glad to confer with you in an attempt to arrive at a satisfactory solution.

Very truly yours,

UMPQUA BROADCASTERS, INC.

By Iris Rice Helliwell, Manager

cc: R.H.Baldock
Tom Edwards
Co. Court

RECEIVED
MAR 9 1953
OFFICE OF
STATE HIGHWAY ENGINEER

• P. O. Box No. 847
ROSEBURG, OREGON

FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 5, 1953

SUBJECT:

To: Mr. R. L. Porter
Ass't Right-of-Way Engineer
OFFICE

W. C. WILLIAMS

Mr. Tom Edwards, Division Engineer, Division III, and myself conferred with representatives of the Veterans' Administration Hospital at Roseburg Wednesday morning, March 4, concerning the fence location and the planting to be made by the State along the fence line. Dr. Haskins and Messrs. Powell, King and Welt were the representatives of the Veterans' Administration.

At this conference Dr. Haskins stated it would be satisfactory to the Veterans' Administration for the State to furnish and plant Ponderosa pine trees as to be staked by his representative in lieu of moving the twenty to twenty-five foot pines which would be destroyed in road construction. The number to be destroyed will be not less than 15 nor more than 20, but the exact determination cannot be made until the interchange roads are staked. It is recommended that we furnish to the Veterans' Administration and plant 20 Ponderosa pines. They are obtainable at the Knight-Pearcy Nursery, size 3 to 4 feet at $3.50 each.

It was further agreed that a planting of English holly would be made by the State ten feet inside their property line, using a spacing of ten feet between plants and ten feet between the two rows required to plant out the fence. This will require approximately 665 plants. In addition we have promised them about 135 plants, or not to exceed a total of 800 plants, to cover any replacement planting required.

A 7-foot chain link fence will extend from C40+00 PC point on Garden Valley Road southerly along the boundary line to Station 2529+25 thence easterly to connect with the proposed highway bridge over the South Umpqua River. Mr. Edwards stated that he proposed to continue a barbed wire fence from the east side of the South Umpqua River bridge to the right-of-way line and thence northerly to intersect the existing fence between the Veterans' Administration and Masonic Cemetery properties.

I am also attaching a list of plants available from Doty & Doerner nursery stock, handed me by their gardener, Mr. Welt. He was advised that these plants were under the jurisdiction of Mr. Parker and that negotiations for them should be made with him. I merely agreed to carry this list to Mr. Parker. There is no objection from this office to furnishing these plants, with the possible exception of the 25 white Erica Springwood. This specie can be utilized on our own work.

This office is preparing, in accordance with the terms and agreement with the Veterans' Administration, a plan outlining the proposed planting along the boundary fence and same will be forwarded to you upon completion.

Mark H Astrup
Mark H. Astrup
Landscape Engineer

MHA vjl
Encl.

cc - Mr. Tom Edwards
Mr. C. W. Parker
Mr. W. C. Williams

TENTATIVE LIST OF SHRUBS

800	English Holly	2½' to 4'
10	Magnolia purpurea	12" to 24"
10	Magnolia liliflora purple	18" to 24"
10	Magnolia soulangeana	2' to 3'
25	Pernettya mucronata	9" to 15"
25	Erica Springwood	10" to 15"
12	Ilex, Hedgehog Type	1½' to 3'
50	Cotoneaster apiculata	18" to 30"
25	Weigelia, Pink	24" to 30"
10	Deutzia	24" to 36"
25	Mock Orange	
40	Flowering Crab(10 ea. of 4 varieties)	Whips
25	Lilacs	2' to 3'
20	Daphne Odorata	10" to 12"
20	Flowering Plums, Mixed	3' to 5'
15	Arborvitae ornamental	12" to 18"
30	Colorado Spruce	12" to 18"
6	Wisseli Cypress	2' to 3'
20	Cryptomeria (Dwarf)	10" to 15"
10	Laurel (Dwarf)	10" to 15"
20	Camelias (different varieties)	12" to 18"
10	Flowering cherries	Whips

RECEIVED
MAR 10 1953
FOR FILING

UI-78(16)

3877

March 5, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 12, 1953 on Contract No. 3877, South Umpqua River-Fairgrounds Section, in connection with Federal Aid Project No. UI-78 (16).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

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MAY 21 1953
FOR FILING

U1-78([illegible])

3877

AGENDA
APR 8 1953

30 8

February 25, 1953

Funderburk Construction Co.
Route 1, Box 295
Sutherlin, Oregon

Gentlemen:

The State Highway Commission on January 21, 1953, accepted your proposal to perform grading and surfacing work on the South Umpqua River-Fairgrounds Unit, Deady-Shady Section of the Pacific Highway in and south of Roseburg in Douglas County for the sum of $480,105.50, and on the same day awarded Contract No. 3877 to you subject clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. W. M. Fransva
Mr. H. G. Smith
Mr. S. H. Probert
Mrs. Goldie Lewis

get [illegible]

E. R.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	LETTER TELEGRAM ☐
VICTORY LETTER ☐	SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 25, 1953
11:00 a.m.

Funderburk Construction Co.
Route 1, Box 295
Sutherlin, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for South Umpqua River-Fairgrounds Unit, Deady-Shady Section of Pacific Highway in Douglas County for which you submitted low bid on January 21. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
Accounting (5001-900)
Files
C. W. Head

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

9

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

UI-78(16)

3877

February 25, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project UI-78(16), South Umpqua River-Fairgrounds Section of the Pacific Highway, we hereby concur as of this date in award of contract No. 3877 to the Funderburk Construction Co. of Sutherlin, Oregon, low bidder in the amount of $480,105.50 at the January 21, 1953 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
FEB 2 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 26 1953
FOR FILING

UI-78(16)

3199

February 25, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading, surfacing and oiling work on the South Umpqua River-Fairgrounds Section of the Pacific Highway in Douglas County, Project UI-78 (16), to the Funderburk Construction Co. of Sutherlin, Oregon, on the basis of the bid of $480,105.50 submitted on January 21, 1953.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

SHP:gs

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FEB 27 1953
FOR FILING

FORM E-30 25M 9-51 52315

41-75(14)

3877

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 25, 1953

SUBJECT: South Umpqua-Fairgrounds Section
Pacific Highway
Douglas County

To: Mr. W. C. Williams
Ass't. Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

In confirmation of my telephone call to Mr. Stiffler this morning, I would like to advise that all right of way is settled on the South Umpqua-Fairgrounds Section and the contract can be awarded immediately.

E F Chidsey
E. F. CHIDSEY
Ass't. Right of Way Engineer

EFC/fn

cc: W. W. Stiffler

RECEIVED
FEB [illegible] 1953

RECEIVED
FORM E-123X 37,500 4-52
FOR FILING
11-78(16)
3811

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 20, 1953

Veterans Administration Hospital
Roseburg,
Oregon

Attention: Dr. John L. Haskins, Manager

Re: Veterans Property
Roseburg, Oregon
File No. 17102

Dear Dr. Haskins:

This is to acknowledge receipt of the deed of easement which you personally gave me yesterday for a parcel of land needed by the Highway Department for the new Pacific Highway through Roseburg.

At this time I wish to convey to you the sincere thanks of the Department, particularly Mr. R. H. Baldock, for your cooperation in having this matter put through the Department of Veterans Affairs in Washington.

The deed will be sent to Douglas County today for recording and as soon as the recording data is received we shall mail this information to you. I am advised by our Department that it takes Douglas County from two weeks to a month to record and return the deed to us, so please do not feel that we are being derelict in our duty if you do not get your recording data too soon.

With reference to the nursery stock which you may desire, I sincerely hope that I may have the pleasure of visiting with you and your landscape man within the reasonable near future.

Thanking you again for all of your cooperation, we are

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

C. W. PARKER
Property Manager

CWP:bh
cc: Mr. Tom Edwards
Roseburg, Oregon

cc: Mr. R. H. Baldock

KENNETH MCKELLAR, TENN., CHAIRMAN
CARL HAYDEN, ARIZ.
RICHARD B. RUSSELL, GA.
PAT MCCARRAN, NEV.
JOSEPH C. O'MAHONEY, WYO.
DENNIS CHAVEZ, N. MEX.
BURNET R. MAYBANK, S. C.
ALLEN J. ELLENDER, LA.
LISTER HILL, ALA.
HARLEY M. KILGORE, W. VA.
JOHN L. MCCLELLAN, ARK.
A. WILLIS ROBERTSON, VA.
STYLES BRIDGES, N. H.
HOMER FERGUSON, MICH.
GUY CORDON, OREG.
LEVERETT SALTONSTALL, MASS.
MILTON R. YOUNG, N. DAK.
WILLIAM F. KNOWLAND, CALIF.
EDWARD J. THYE, MINN.
ZALES N. ECTON, MONT.
JOSEPH R. MCCARTHY, WIS.

EVERARD H. SMITH, CLERK
THOMAS J. SCOTT, ASST. CLERK

RECEIVED
FOR FILES

United States Senate
COMMITTEE ON APPROPRIATIONS

June 12, 1952

Const
R/W
Pac Hwy So.

Honorable R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sam:

Upon receipt of your letter of May 22nd with regard to the request for acquisition of right-of-way across a part of the Veterans Administration Facility grounds at Roseburg, I endeavored to reach Administrator Carl Gray; but found he was out of town. I discussed the matter, however, with Major O. W. Clark, who was Acting Administrator in Gray's absence, and confirmed the call with a letter transmitting the data you sent to me.

In reply, I have just received the attached report from F. H. Dryden, Assistant Administrator for Construction, Supply, and Real Estate.

While I cannot understand the reasoning on which the conclusions are based, in the last analysis the Veterans Administration seems to be in the saddle and able to call the shots. Under the circumstances I suggest that you consider the third paragraph of the letter and let me know whether or not there are any modifications possible which would reduce your taking requirements.

With best regards, I am

Sincerely yours,

Guy

GC:P

Enclosure

RECEIVED
[illegible]

VETERANS ADMINISTRATION
WASHINGTON 25, D. C.

OFFICE OF
ASSISTANT ADMINISTRATOR

June 9, 1952

Honorable Guy Cordon
United States Senate
Washington 25, D. C.

Dear Senator Cordon:

This will acknowledge receipt of your letter of June 2, 1952, addressed to the Deputy Administrator, concerning the enclosed communication which you received from Mr. R. H. Baldock, State Highway Engineer, of May 22, 1952, requesting advice with regard to the matter.

The request of the Oregon State Highway Department for a highway right-of-way across the land of the Veterans Administration Hospital, Roseburg, Oregon, has received the most careful study and consideration. It has been determined that the proposed road would be detrimental to the care of veterans at the Veterans Administration Hospital, in that it would interfere with present recreational facilities; and, in addition, the highway as projected would encroach on the only remaining building area at the hospital, thereby precluding any possible future expansion of the hospital group.

If the State can reduce its requirements, so that it will not be detrimental to the hospital, we will be glad to reconsider the matter.

In response to your request, the enclosures are returned for your records.

Very truly yours,

F. H. DRYDEN
Assistant Administrator for
Construction, Supply, and
Real Estate

Enclosures

RECEIVED
JUN 5 1952
FOR FILING

Const
R/W
Pac. Hwy

June 3, 1952

Honorable Walter Norblad
Member of Congress
House Office Building
Washington, D. C.

Dear Mr. Norblad:

Mr. Baldock is absent from the state until about the middle of July, so I am, on his behalf, thanking you for your letter of May 27 advising of your cooperation in the matter of acquiring needed highway right of way from the Veterans Administration at Roseburg.

If there is any information I can furnish you that will help in this matter, please do not hesitate to write me relative thereto.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:ms

WALTER NORBLAD
FIRST DISTRICT
OREGON

RESIDENCE:
ASTORIA, OREGON

OFFICE:
SALEM, OREGON

MMITTEE ON ARMED SERVICES
COMMITTEE ON COMMITTEES

Congress of the United States
House of Representatives
Washington, D. C.

May 27, 1952

Mr. R. H. Baldock
Oregon State Highway Department
Salem, Oregon

Dear Friend Baldock:

This will acknowledge receipt of your letter of recent date with reference to the acquisition of property from the Veterans Administration at Roseburg.

I have discussed this with both Congressman Ellsworth and Senator Cordon and I am going to work with them in every way possible in the matter. While they are both undertaking to straighten out this matter, it was agreed that rather than two or three or four of us working independently on this, that it would be better to have it done through one office with the others assisting where needed. It is, accordingly, our understanding that Senator Cordon will "carry the ball" and call on us whenever needed.

With kindest personal regards, I am,

Cordially,

Walter

WALTER NORBLAD

WN/c

NOTED
W. C. WILLIAMS

RECEIVED
JUN 2 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN - 5 1952
FOR FILING

Const
R/W

May 22, 1952

AIR MAIL

Senator Guy Cordon
Senate Office Building
Washington, D. C.

Dear Senator Cordon:

I am attaching hereto data consisting of correspondence and maps relating to the proposed acquisition by the Oregon State Highway Commission of property near Roseburg owned by the Veterans Administration. This property is necessary for the building of the relocated Pacific Highway (US99) which is being built to a freeway standard with controlled access.

Exhibit "A" is the small map of the Roseburg urban area which shows the cloverleaf traffic interchange at the intersection of Garden Valley county road and the proposed relocation of US99. This map shows the right of way requested by the Highway Commission and the section we seek to obtain from the Veterans Administration, colored in red.

Exhibit "B" is the large map showing the property requested from the Veterans Administration, amounting to 38.03 acres.

We are likewise attaching letters between the Department and John L. Haskins, M. D., Manager, Veterans Administration Hospital, Roseburg. You will find that Dr. Haskins, under date of May 16, refuses to deal with the State Highway Commission and states that the land is needed for the expansion of the Hospital facilities. You will please note that we are entirely at the edge of the property and we do not believe it is necessary for the expansion of the Hospital. They have a great amount of vacant ground which should take care of any expansion needed for a long time to come. On the contrary, due to the development of this section, this is about the only place that we can locate this highway. We have made a very careful study of this and it has been inspected on the ground by the Commission itself.

We are willing to pay any reasonable amount for the land which I understand was given to the Government originally by the people of Roseburg.

Rather than being a disadvantage to the Government, we believe that this new highway, which provides safe access to the Hospital by means of the traffic interchange at Garden Valley road, will be worth a great deal to this property.

We would appreciate your conference with the Veterans Administration in Washington and everything that you might do to enable the Highway Commission to acquire this property.

The problem is particularly difficult by reason of the fact that we cannot avoid the Hospital grounds because of a cemetery. We are now cutting off a small portion of the cemetery where there are no graves but cannot encroach any farther to the east.

I am sending a copy of this to Harris Ellsworth, who also lives in Roseburg, and a copy to Walter Norblad by reason of his membership on the Military Affairs Committee.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
Enclosures
cc Honorable Harris Ellsworth
Honorable Walter Norblad

May 22, 1952

AIR MAIL

Honorable Harris Ellsworth
Member of Congress
House Office Building
Washington, D. C.

Dear Mr. Ellsworth:

I am attaching hereto data consisting of correspondence and maps relating to the proposed acquisition by the Oregon State Highway Commission of property near Roseburg owned by the Veterans Administration. This property is necessary for the building of the relocated Pacific Highway (US99) which is being built to a freeway standard with controlled access.

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Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
Enclosures
cc Senator Guy Cordon
Honorable Walter Norblad

May 22, 1952

AIR MAIL

Honorable Walter Norblad
Member of Congress
House Office Building
Washington, D. C.

Dear Mr. Norblad:

Herewith copies of letters addressed to Senator Cordon and Congressman Ellsworth with reference to the acquisition of property from the Veterans Administration at Roseburg. I am likewise attaching the exhibits mentioned in the letters.

Permit me to assure you that we have carefully looked this over, and there is no other feasible location for the change in US99. Moreover, we are definitely of the opinion that it does little, if any, damage to the Veterans Hospital. On the contrary, we believe that the benefits which will accrue by reason of the access to this much better highway will be material. Moreover, we are perfectly willing and anxious to pay the reasonable market price for the land. We are not asking the Government to deed it to the State without compensation. Their refusal to deal for the acquisition of this property will block the building of a very much needed section of this important interstate highway near Roseburg.

The Pacific Highway (US99) is, as you know, the great north-and-south road in Oregon. It carries more traffic than any other road in this state and has been designated as one of the interstate highways of the United States.

I do not believe that one agency of the Federal Government should put up the bars that will preclude this greatly needed facility for all the people of Oregon and for many from outside our State. Your assistance in helping us clear up this difficulty will be appreciated, I assure you.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi lg
cc Senator Guy Cordon
Honorable Harrison Ellsworth

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1952

SUBJECT: File No. 17102-U.S. Veterans Adm.
Winchester-Shady Point Section
Pacific Highway, Douglas County
Government File 5133-M

To:

Mr. R. H. Baldock
State Highway Engineer
OFFICE

I enclose herewith copies of correspondence concerning our proposed acquisition from the Veterans Administration at Roseburg of a portion of their property which is necessary for right of way in connection with the above project.

As I think you know,, the Veterans Administration has rejected our application and these data are handed to you for such action as you may deem necessary in contacting members of our Congressional Delegation.

We are also enclosing four copies of the right of way map which indicates the area needed and four copies of the legal description appurtenant thereto. If you need further material please advise and we will be glad to supply it to you.

FORREST COOPER
Right of Way Engineer

By: R. L. Porter
R. L. Porter
Ass't. Right of Way Engineer

RLP:rmw
Enc.

RECEIVED
MAY [illegible]
OFFICE OF
STATE HIGHWAY ENGINEER

FORM S-123X 35M 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 20, 1952

John L. Haskins, M. D.
Manager, Veterans Hospital
U. S. Veterans Administration
Roseburg, Oregon

Re: File No. 17102
Your File No. 5133-M
Winchester-Shady Point Section
Pacific Hwy., Douglas County

Dear Dr. Haskins:

This is to acknowledge your letter of May 16th in which you have advised us that the Veterans Administration cannot grant right of way across the Veterans Hospital property that is needed for State Highway right of way.

We have referred your letter to Mr. R. H. Baldock, Chief Engineer, for his further attention.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By:
R. L. Porter
Ass't. Right of Way Engineer

RLP:rmw

cc: R. H. Baldock

COPY

VETERANS ADMINISTRATION
Hospital
Roseburg, Oregon

May 16, 1952

Your File Reference:

In Reply Refer to: 5133-M

R. L. Porter
Assistant Right of Way Engineer
Oregon State Highway Department
Salem, Oregon

SUBJ: New Highway 99, Projected by State Highway Department and Proposed to Traverse VA Hospital Reservation, Roseburg, Oregon

Dear Mr. Porter:

Reference to the above project, a letter was received at this station this morning from the Real Estate Service, Veterans Administration Central Office, which gave us further information.

The letter discusses the project in some detail, and it is the feeling in the Central Office of the Veterans Administration that the construction of the highway would interfere with possible future expansion of the hospital building group. In view of the above, and we quote, "It has been determined that construction of the proposed highway project would be to the disadvantage of the Government" and "Therefore, in view of the above, the right-of-way request by the State Highway Department cannot be granted."

In compliance with our letter of May 12, 1952, in which it was stated that we would notify you immediately of any information received at this station, we are notifying you of the decision of the Central Office, Veterans Administration, in regard to your request.

Very truly yours,

/s/ JOHN L. HASKINS

JOHN L. HASKINS, M.D.
Manager

COPY

FORM 2-129X 25M 11-51

COPY

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 13, 1952

John L. Haskins, M. D.
Manager, Veterans Hospital
U. S. Veterans Administration
Roseburg, Oregon

Re: File No. 17102
Your File No. 5133-M
Winchester-Shady Point Section
Pacific Hwy., Douglas County

Dear Dr. Haskins:

This is to acknowledge with thanks your report of May 12, 1952, concerning the status of our application to the Veterans Administration for that portion of the Veterans property needed for highway right of way.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By:
R. L. Porter
Ass't. Right of Way Engineer

RLP:rmw

COPY

COPY

VETERANS ADMINISTRATION
Hospital
Roseburg, Oregon
May 12, 1952

Your File Reference:

In Reply Refer To: 5133-M

Mr. R. L. Porter
Assistant Right of Way Engineer
Oregon State Highway Department
Salem, Oregon

SUBJ: New Highway 99 Project

I have reviewed our correspondence file on the above named subject following the receipt of your letter dated May 9, 1952, which was received in this office this morning. I find the following correspondence:

a. An informal request, with little or no detail, from Don Norlin, Right of Way Supervisor, in regard to the right of way. This was dated October 23, 1951.

b. A forwarding letter to the Central Office of the Veterans Administration, dated October 26, 1951, from this office with Mr. Norlin's letter.

c. A letter from the Central Office of the Veterans Administration dated November 15, 1951, and received at this office November 21, 1951, requesting specific details as to description of property desired for right of way.

d. A letter to Mr. Don Norlin from this station dated November 21, 1951, quoting the Central Office letter regarding details needed to complete a request for the right of way.

e. A letter from Mr. C. W. Enfield, Chief Counsel, Oregon State Highway Commission, dated March 19, 1952. This covered property description, sketch, and other pertinent details needed.

f. A letter from this office dated March 20, 1952, forwarding the information contained in the above letter to the Central Office of the Veterans Administration.

g. Letter from Central Office of the Veterans Administration dated April 2, 1952, stating the application for right of way had been received and that the matter was receiving attention and we would be notified as soon as action on it was completed.

COPY

R. L. Porter
Oregon State Highway Department

No further information has been received as yet; but as soon as we receive word of such action, your office will be notified.

Very truly yours,

/s/ JOHN L. HASKINS

JOHN L. HASKINS, M.D.
Manager

COPY

COPY.

FORM W-129X 25M 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 9, 1952

John L. Haskins, M. D.
Manager, Veterans Hospital
U. S. Veterans Administration
Roseburg, Oregon

Re: File No. 17102
Winchester-Shady Point Section
Pacific Highway
Douglas County

Dear Dr. Haskins:

On March 19th we forwarded to you an application for a portion of the Veterans property needed for highway right of way. We have not as yet received a reply to this application and would like to know if we may expect an answer in the near future or just what the status of our application is.

Any information you can give us on the subject will be very much appreciated by the State Highway Commission.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By:
R. L. Porter
Ass't. Right of Way Engineer

RLP:rmw

COPY.

FORM [illegible] 30M 11-51

COPY

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 19, 1952

John L. Haskins, M. D.
Manager, Veterans Hospital
U. S. Veterans Administration
Roseburg, Oregon

Re: File No. 17102
Winchester-Shady Point Section
Pacific Highway
Douglas County

Dear Dr. Haskins:

A portion of the Veterans Administration's property near Roseburg is needed for right of way for the above proposed improvement. The State of Oregon, by and through its Highway Commission, hereby makes formal application to acquire this property, three copies of the description of which are herewith included. Also enclosed are three sketch maps on which the needed right of way is graphically indicated.

This location has been thoroughly studied by the Commission's Engineering Department, and it is felt that it is the most practical and feasible, all factors considered.

The Highway Commission will provide, at its expense, a chain-link fence throughout the full length of the westerly right of way line, and will screen said fence with shrubbery and plants so that it will have a pleasing appearance when completed. Also, the State will provide access under the northerly end of the proposed South Umpqua River Bridge so that the Veterans Administration will be able to reach their property to the east.

It will be appreciated if you will process this application for us and keep us advised as to what progress it is making.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By:
R. L. Porter
Ass't. Right of Way Engineer

RLP:rmw
Enc. (6)

COPY

COPY

File No. 17102

Pacific Highway

United States of America
(Veterans' Administration)

Winchester-Shady Point

Right of Way

Douglas County

A parcel of land lying in Section 13, Township 27 South, Range 6 West, W.M., Douglas County, Oregon, and being a portion of that tract of land which was conveyed by that certain deed to United States of America, recorded in Book 94, Page 157 of Douglas County Records of Deeds. The said parcel being described as follows:

Beginning at the intersection of the South right of way line of the Roseburg-Millwood County Road and the West boundary of the Jeremiah Huntley Donation Land Claim No. 56, Township 27 South, Range 6 West, said intersection being South 0° 11' East, 21.2 feet from the Northwest corner of said D.L.C. No. 56; thence South 0° 11' East, 2067.96 feet along the West boundary of said D.L.C. No. 56 to a concrete monument; thence East 174.26 feet to a point which is 125.00 feet distant Easterly from (when measured at right angles to) the relocated center line of the Pacific Highway at Engineer's Station 2526+80.46; thence South 20° 06' East parallel to the said relocated center line a distance of 581.10 feet to a point on the South line of the above described property which is opposite Engineer's relocated center line Station 2532+61.56; thence along the Southerly line of the above described property South 87° 42' West, 262.58 feet to a point which is 125 feet distant Westerly from (when measured at right angles to) said relocated center line at Engineer's Station 2531+81.28; thence North 20° 06' West, parallel to said relocated center line a distance of 1807.36 feet to a point opposite Engineer's relocated center line Station 2513+ 73.92; thence North 39° 31' West, 1734.25 feet; thence North 51° 53' 30" West, 296.07 feet to a point on the Southerly right of way line of the present Roseburg-Millwood County Road, said point being North 572.43 feet and West 1839.44 feet of the Northwest corner of Jeremiah Huntley D.L.C. No. 56; thence along said right of way South 71° 42' East (Bearing shown on deed recorded in Volume 94, Page 157 of Douglas County Records of Deeds, as South 71° 43' East) 1804.0 feet to a 10° curve left; thence along said 10° curve (the long chord of which bears South 77° 53' East, 129.5 feet) to the place of beginning.

The parcel of land to which this description applies contains 38.03 acres.

COPY

RECEIVED
MAR 6 1953
FOR FILING

III - [illegible]

2877

A-10

Salem, Oregon
January 27, 1953

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is a conformed copy of an agreement with Douglas County covering the construction of the South Umpqua River-Fairgrounds Unit of the Deady-Shady Section of the Pacific Highway.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Douglas County.

Yours very truly,

Secretary

rn
Attach: 1

REFERRED TO
BY SECRETARY

To file

MISC. CONTRACTS and
AGREEMENTS No. 1441

FORM E-30 25M 3-51 47199

AGENDA
JAN 21 1953

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 19, 1953

SUBJECT:

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
By Asst. Chief Engineer

Herewith three copies of an agreement between the State and Douglas County by which the county approves the construction of the S. Umpqua River-Fairgrounds unit of the Deady-Shady Section of the Pacific Highway as a throughway. Two copies of this agreement have been signed by the proper county officials and are now ready for presentation to the Commission.

The above was handled by this office without an assignment number.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE
Secretary

NOTED
W. C. WILLIAMS

2 copies to original

A

RECEIVED
JAN 28 1953
FOR FILING

January 27, 1953

County Court of Douglas County
Court House
Rosebrug, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Douglas County a fully executed copy of an agreement between the State Highway Commission and Douglas County covering the construction of the South Umpqua River-Fairgrounds Unit of the Deady-Shady Section of the Pacific Highway.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FE
Attach: 1

January 23, 1953

Funderburk Construction Company
Route 1, Box 495
Sutherlin, Oregon

Gentlemen:

The State Highway Commission on January 21, 1953 accepted your bid in the amount of $480,105.5 for construction of 1.59 miles of grading and oil mat surfacing on the South Umpqua River-Fairgrounds Unit of the Deady-Shady Section of the Pacific Highway in and south of Roseburg in Douglas County Submitted by you on that day. Yours was the low bid received for this project, and the Commission has awarded the contract to you.

The Engineer was authorized and instructed to prepare contract and bond forms for execution by you and your surety when concurrence in the award of the contract has been received from the U. S. Bureau of Public Roads and right of way matters have been clarified.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
W. M. Fransawa, SIAC

RECEIVED
FOR FILING

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

January 7, 1953

#17102

NOTED
State Highway Engineer

SUBJECT: Veterans property
Roseburg Section
Pacific Highway

To: MR. R. H. BALDOCK
State Highway Engineer
OFFICE

Dear Mr. Baldock:

Reference is made to the acquisition of land from the Veterans Administration. As you know the Department has been negotiating with Dr. John L. Haskins, the Manager of the Veterans Administration Hospital in Roseburg for a parcel of land needed for the revised location of the Pacific Highway in Roseburg. Dr. Haskins advises that he has mailed the Veterans Bureau in Washington the map, the description of the property required and has made his recommendations to the Veterans which recommendations of course we do not have in our files. We do understand from Dr. Haskins that he is recommending that the Bureau grant a permanent easement to the State of some 20.7 acres required. We understand that the Doctor is recommending that the State construct a 9 foot cyclone fence along the west boundary of the right of way across the Veterans property. There are also some six trees which the Doctor would like to have the Department remove. These things we are perfectly willing to do.

For your convenience a map is herewith outlined in red the property being wanted from the Veterans.

Dr. Haskins suggests that you contact Mr. William Z. Bowie, Director, Real Estate Service, Veterans Administration, Washington (25) D.C., and he felt that it might be possible that you could get Mr. Bowie to approve this transfer to the State so that the Department would be in a position to let a unit of the new Pacific Highway in this vicinity at its meeting on January 21 and 22. While the contemplated construction unit would not extend as far notherly as the Veterans property, it would be well to have the right of way definitely settled north of the South Umpqua River before proceeding with the construction of the Roseburg unit.

To refresh your memory you will recall that negotiations were had with the Veterans Administration in March and May, 1952, at which time we were turned down and a request was made that the location be revised to provide for a minimum taking of the Veterans facility property. This has been done and the present maps, descriptions and acreage reflect this revised plan.

Also for your convenience is enclosed a map showing the three changes that have been made shifting the right of way from 450 to finally 830 feet from the circular driveway in front of the main building.

Today I discussed over the long distance telephone the suggestion of you contacting Mr. Bowie while you are in Washington ahd Dr. Haskins approved the idea and thought it would probably expedite the acquisition.

Yours very truly,

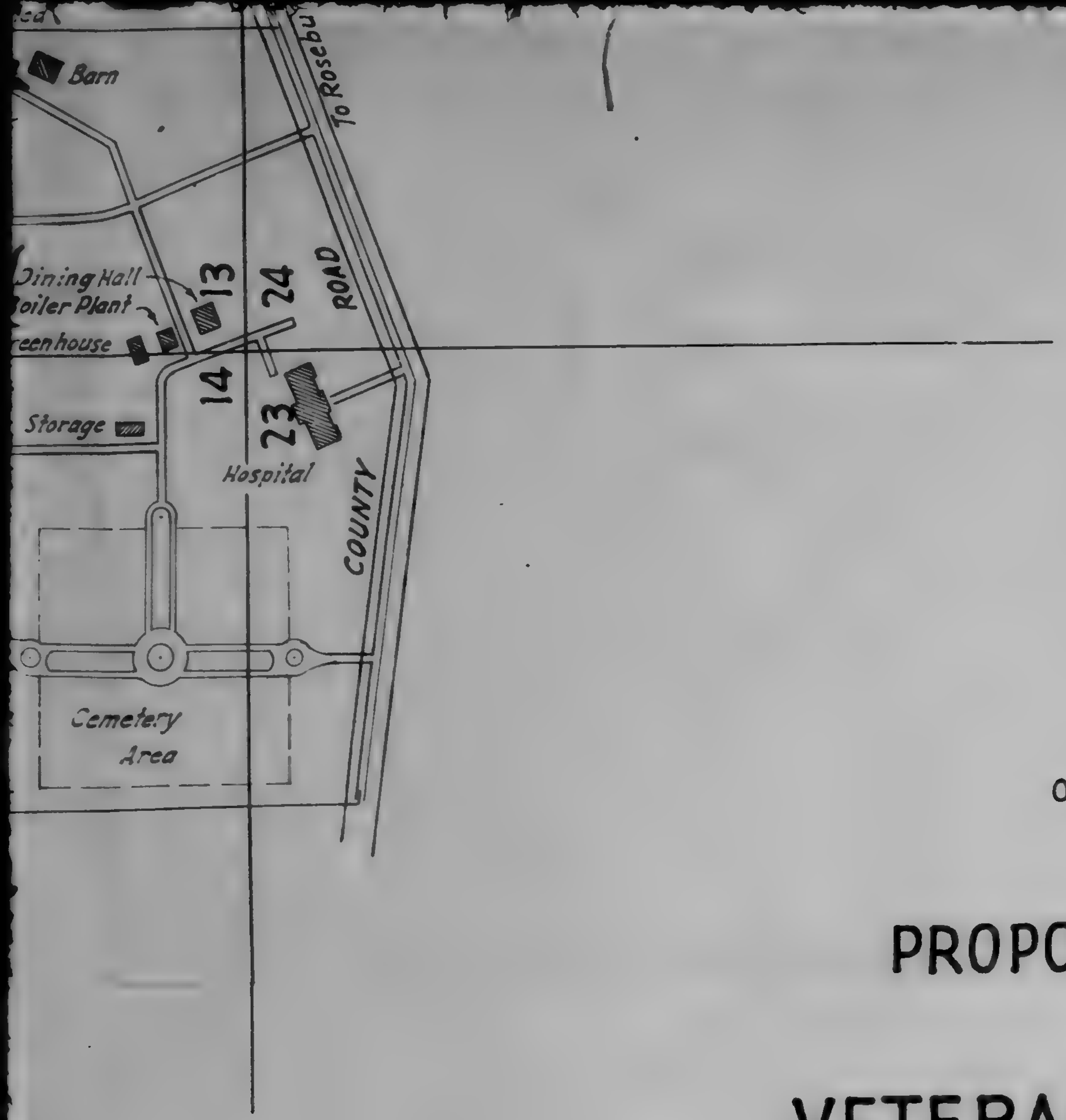
R. L. PORTER

By
C.W.PARKER
Property Manager

CWP/CK

Encl

cc Dr. John L. Haskins


Barn
To Rosebu
Dining Hall
Boiler Plant
eenhouse
13
24
ROAD
14
23
Storage
Hospital
COUNTY
Cemetery
Area

OREGON STATE HIGHWAY DEPARTMENT

Map Showing

PROPOSED HIGHWAY RIGHT OF WAY

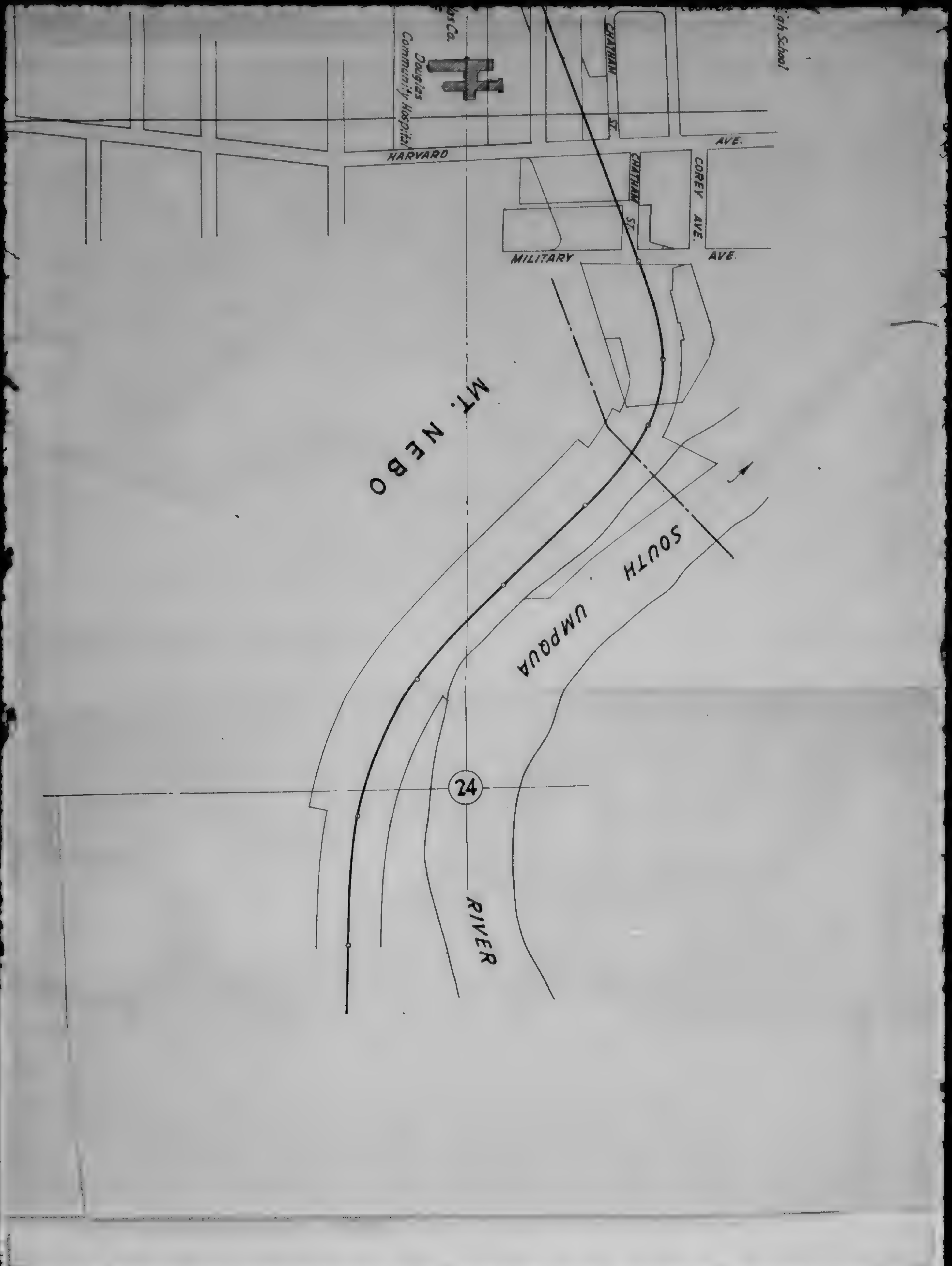
THROUGH

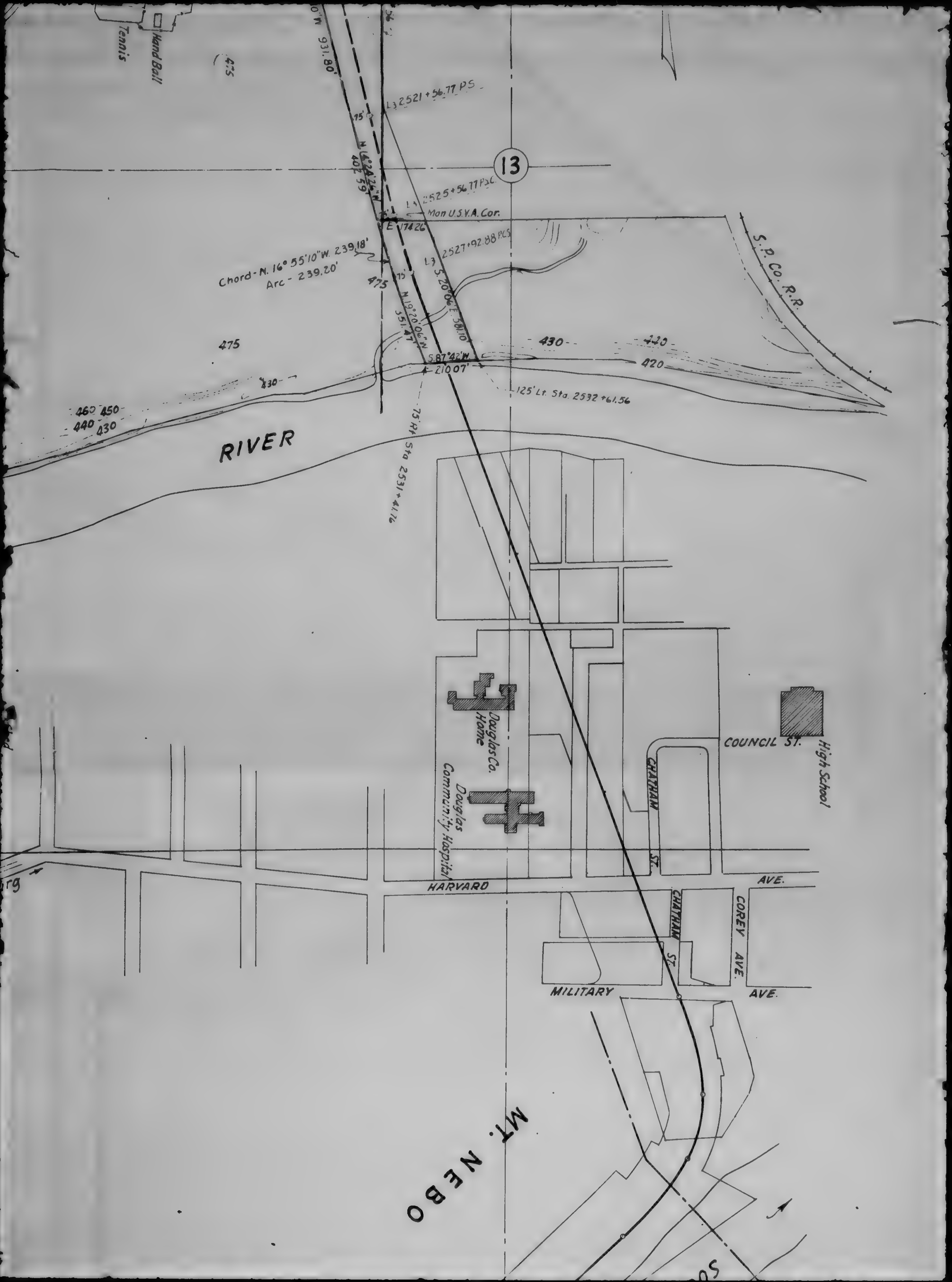
VETERANS ADMINISTRATION PROPERTY

ROSEBURG, OREGON

Scale: 1"-400' June, 1952
APF of Dec., 1952

DRG. NO. 7B-14-14


Douglas Community Hospital
CHATHAM ST.
HARVARD AVE.
CHATHAM ST.
COREY AVE.
MILITARY AVE.
MT. NEBO
SOUTH UMPQUA RIVER
24


Tennis
Hand Ball
475
N 931.80'
L3 2521+56.77 PS
75'
13
N 16°24'26"W
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125' Lt. Sta. 2532+61.56
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75' Rt Sta 2531+41.76
Douglas Co. Home
COUNCIL ST.
High School
CHATHAM
Douglas Community Hospital
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HARVARD
AVE.
CHATHAM ST.
COREY AVE.
MILITARY
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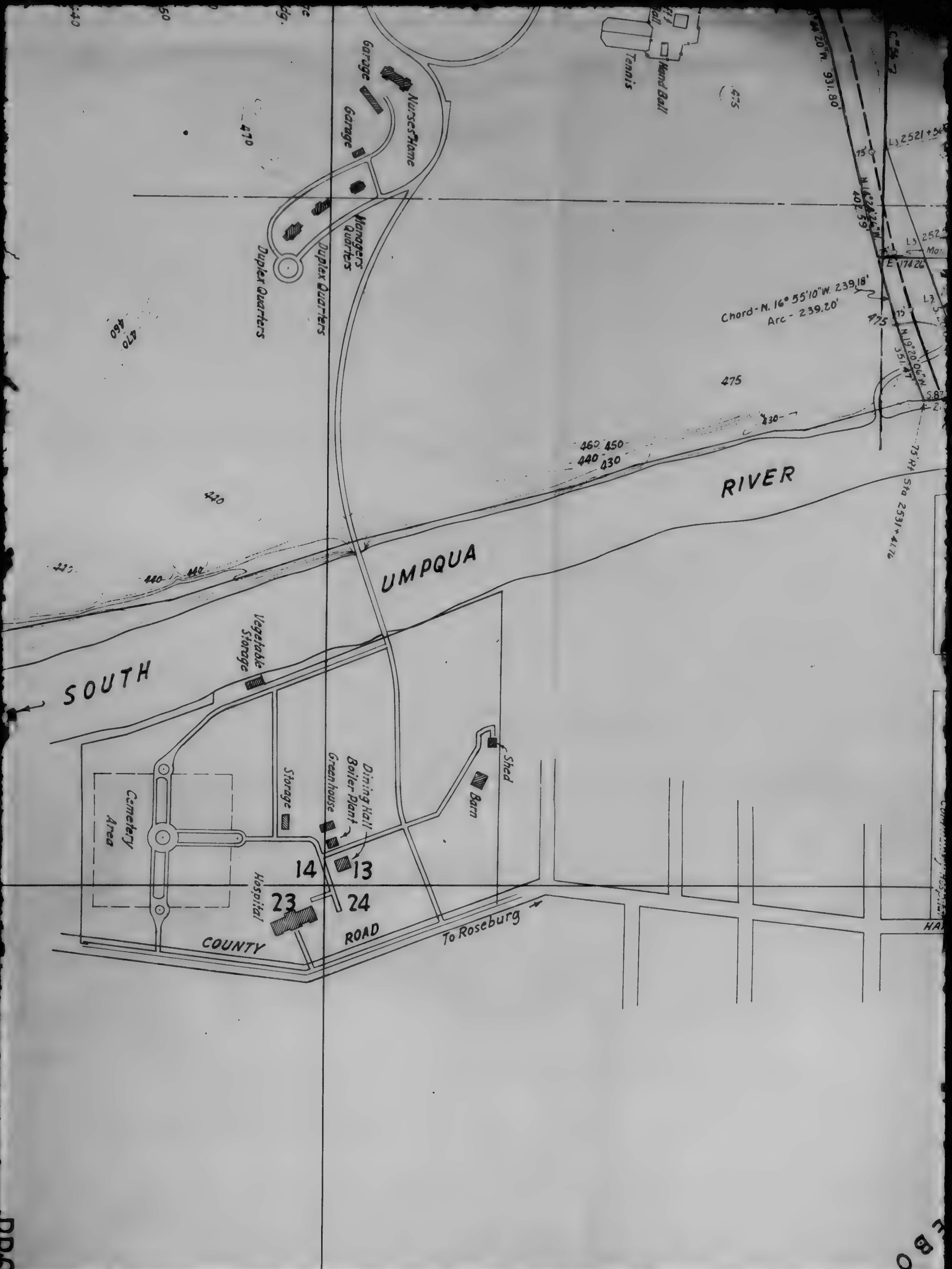
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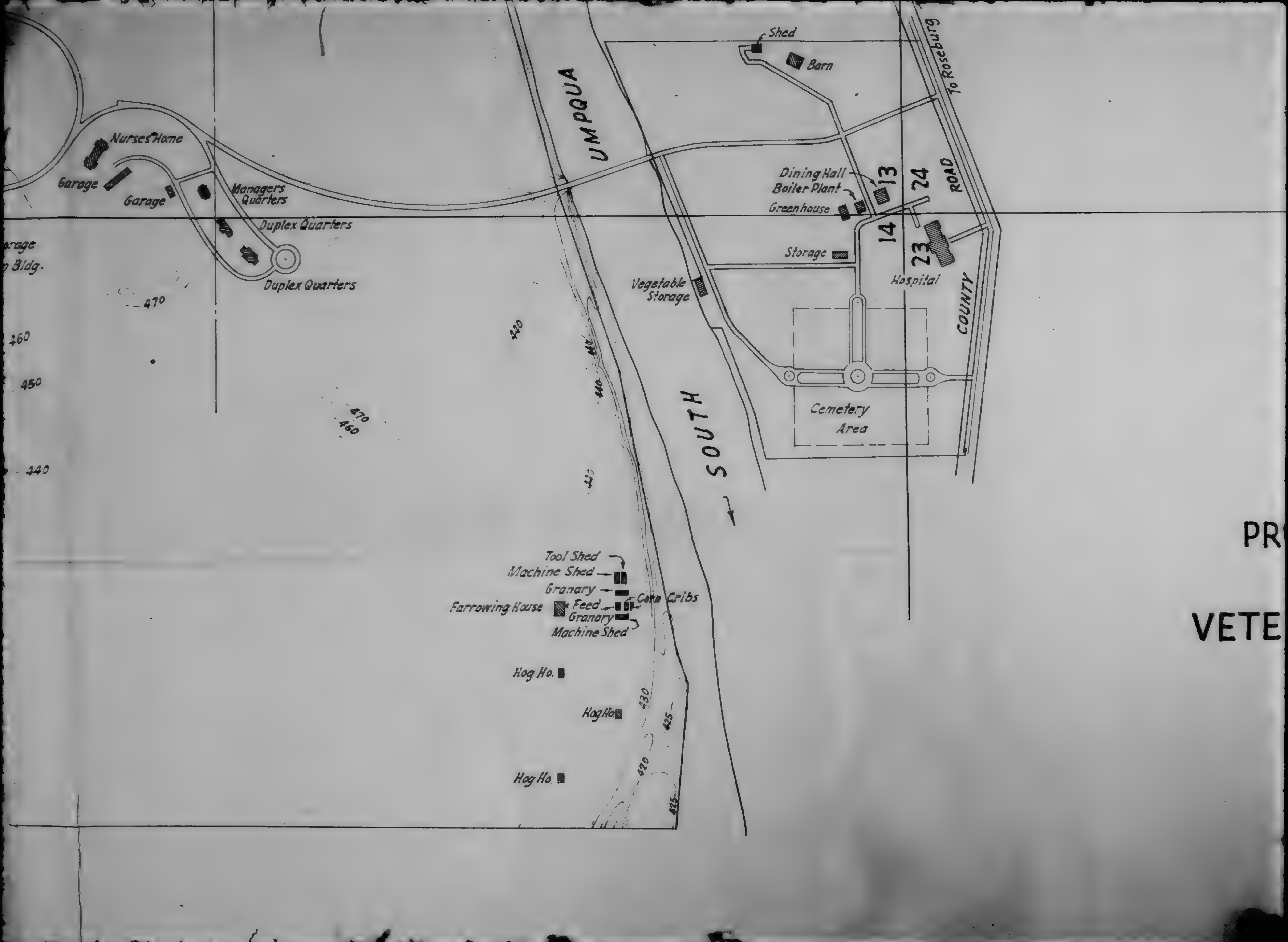
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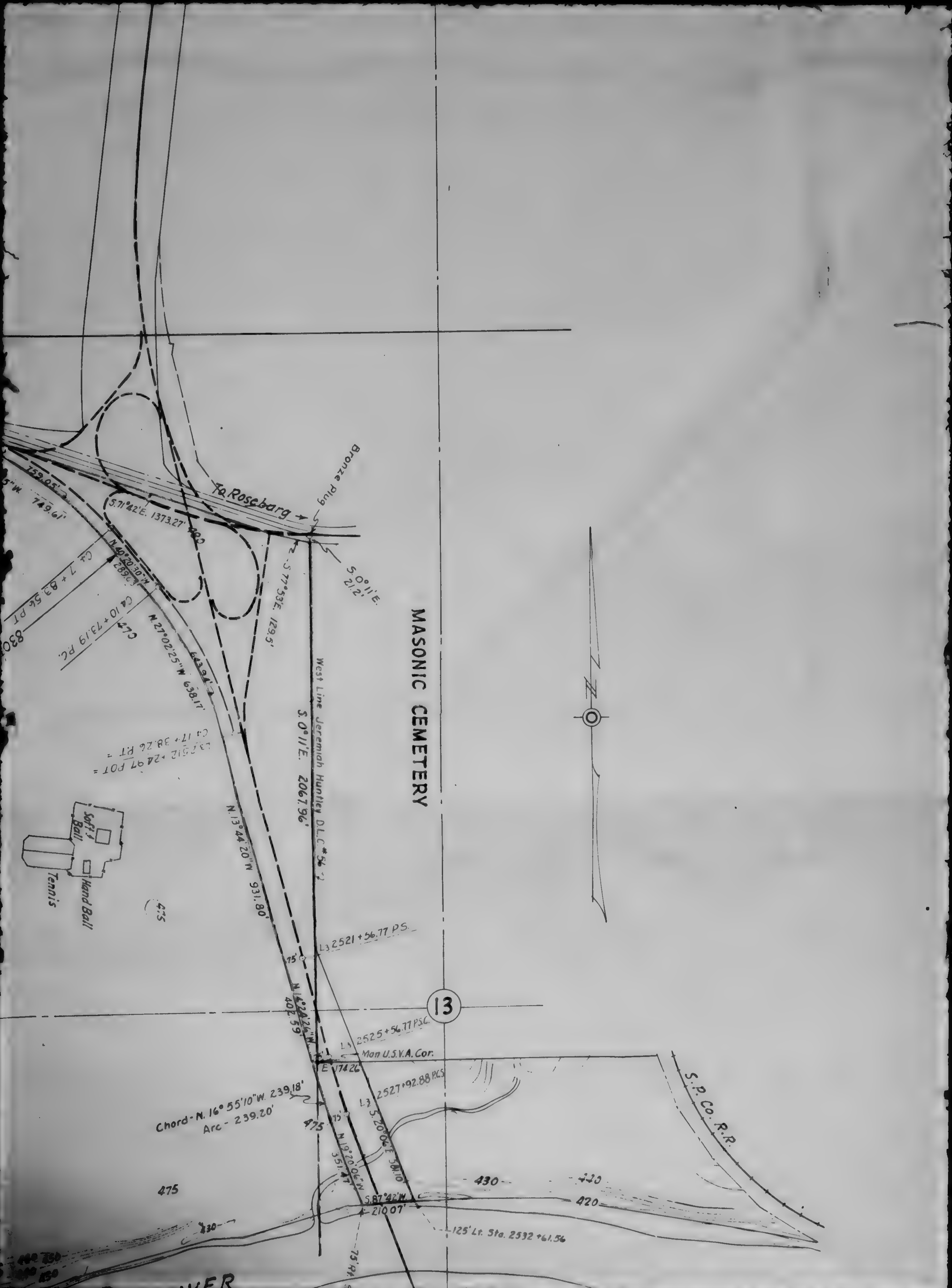To Roseburg →
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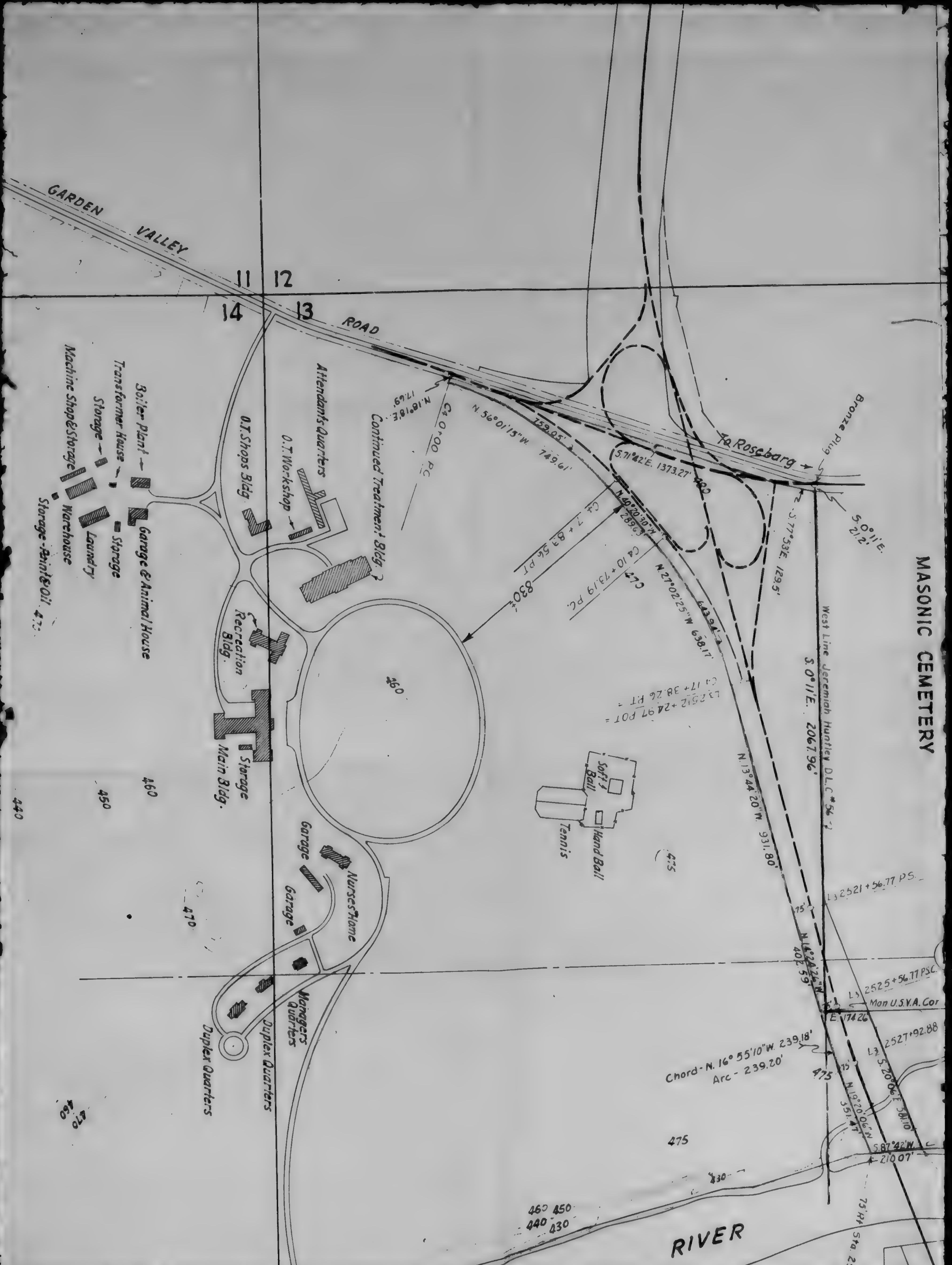
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Machine Shop & Storage
Garage & Animal House
Storage
Laundry
Warehouse
Storage - Paint & Oil
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Attendants Quarters
O.T. Workshop
Continued Treatment Bldg.
Recreation Bldg.
Storage
Main Bldg.
Garage
Nurses Home
Garage
Managers Quarters
Duplex Quarters
Duplex Quarters
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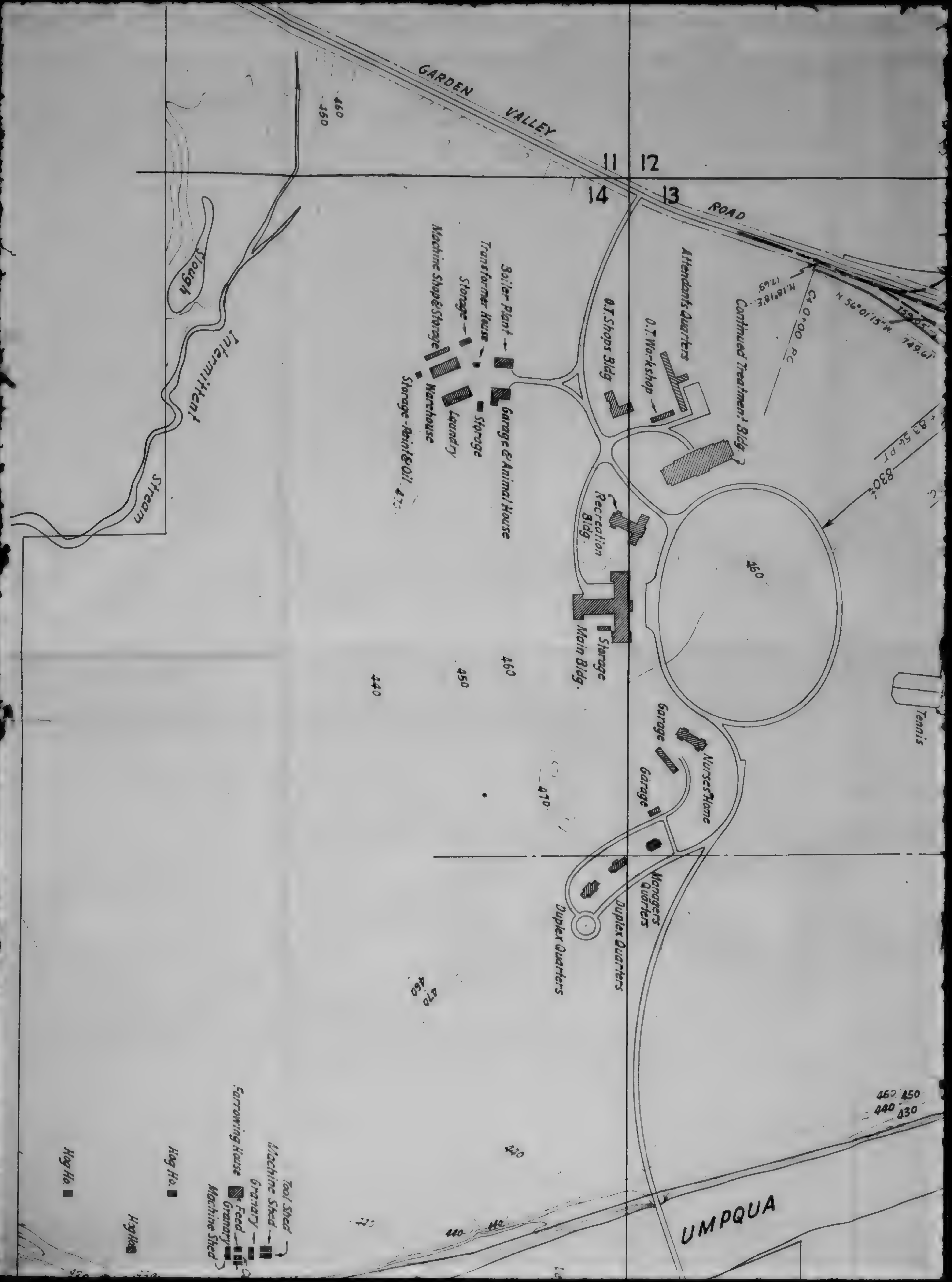
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Duplex Quarters
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Machine Shed
Granary
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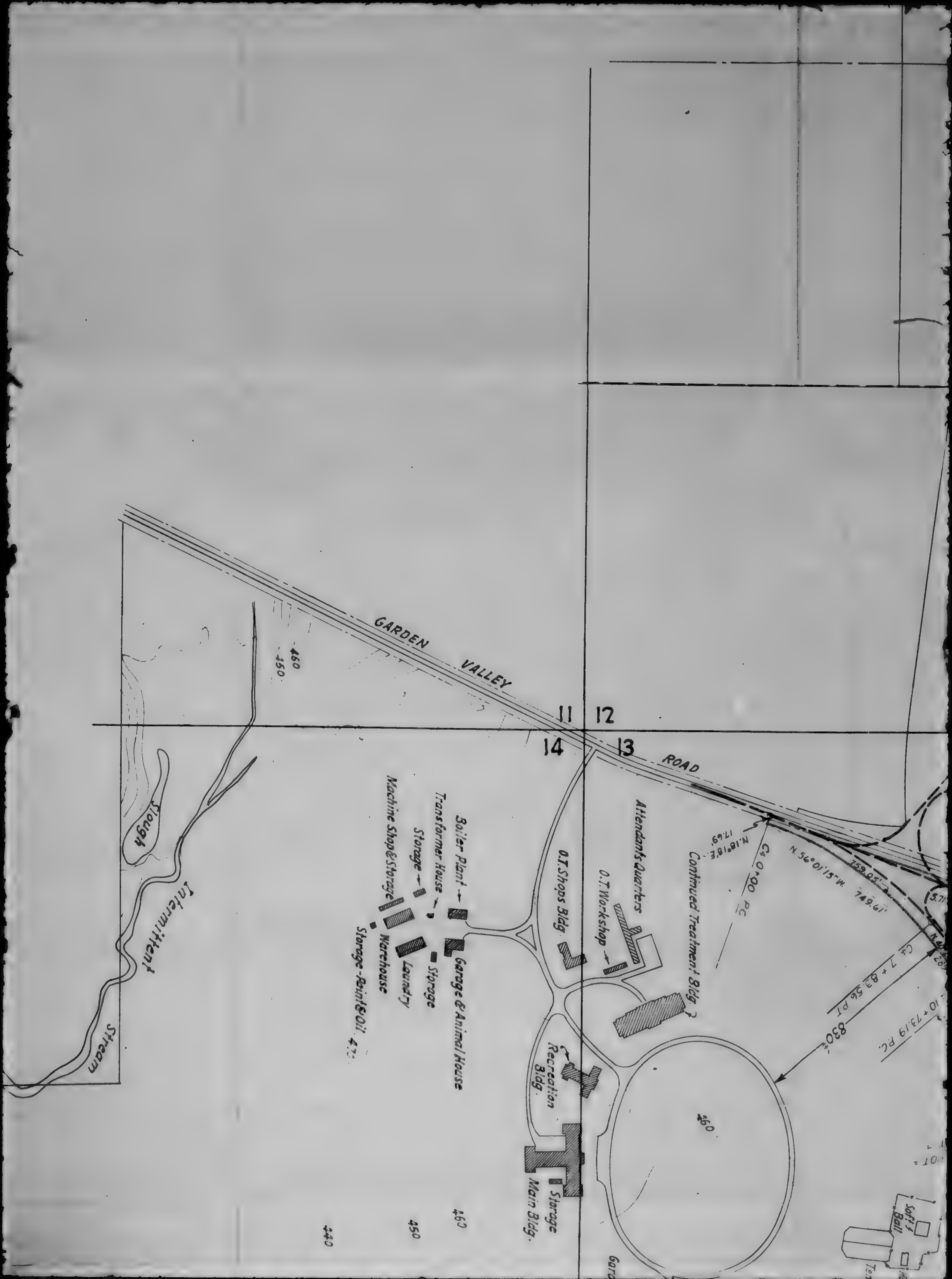
Machine Shed
Farrowing House
Hog Ho.
Hog Ho.
Hog Ho.


GARDEN VALLEY ROAD
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Attendant's Quarters
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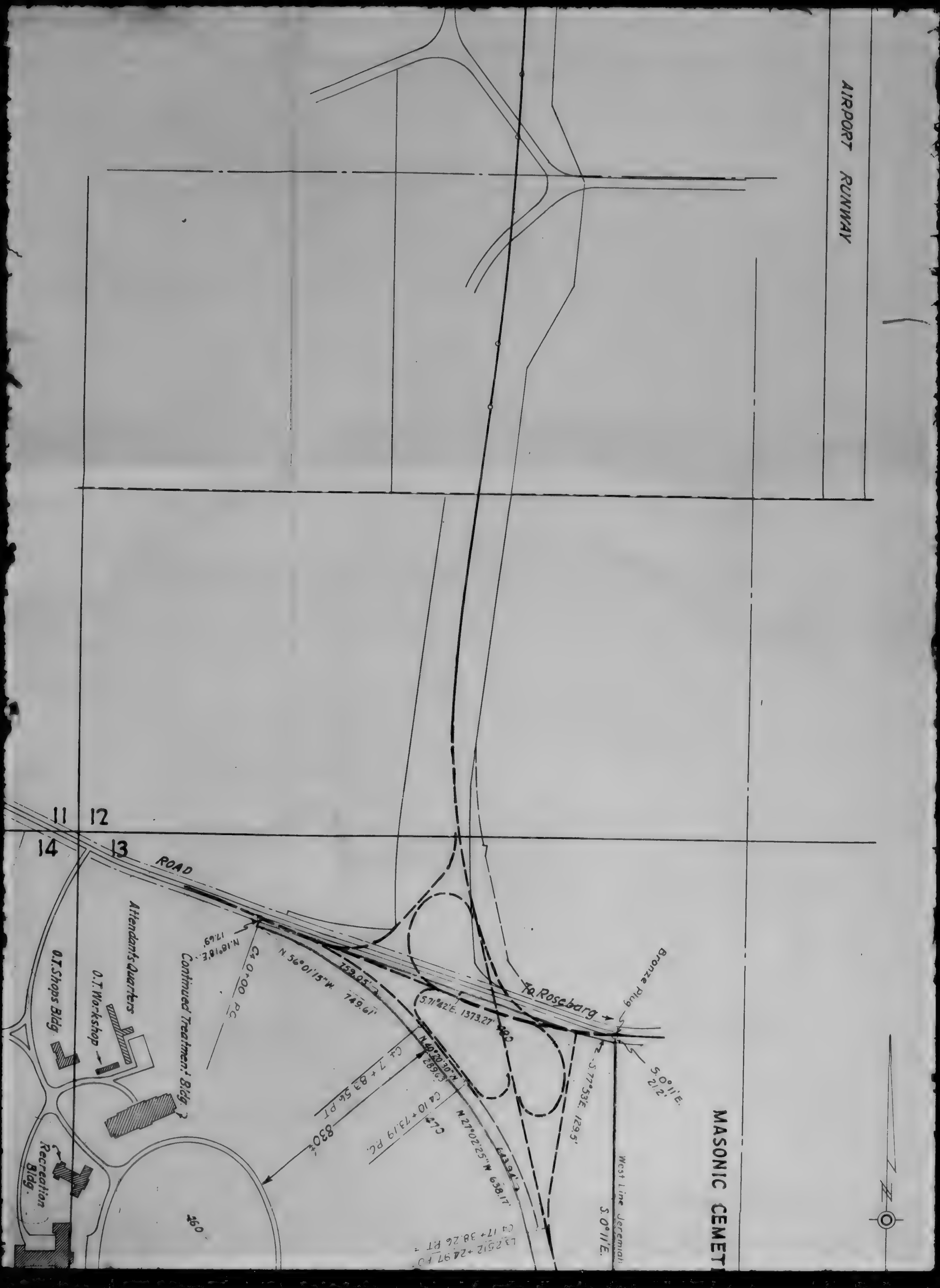
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Recreation Bldg.
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To Roseburg
Bronze Plug
S.71°42'E. 1373.27'
N.40°20'30"W.
289.63'
C4 7+83.56 P.T.
830±
C4 10+73.19 P.C.
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N.27°02'25"W. 638.17'
643.94'
C4 17+38.26 P.T. =
L3 2512+24.97 P.O.
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West Line Jeremiah
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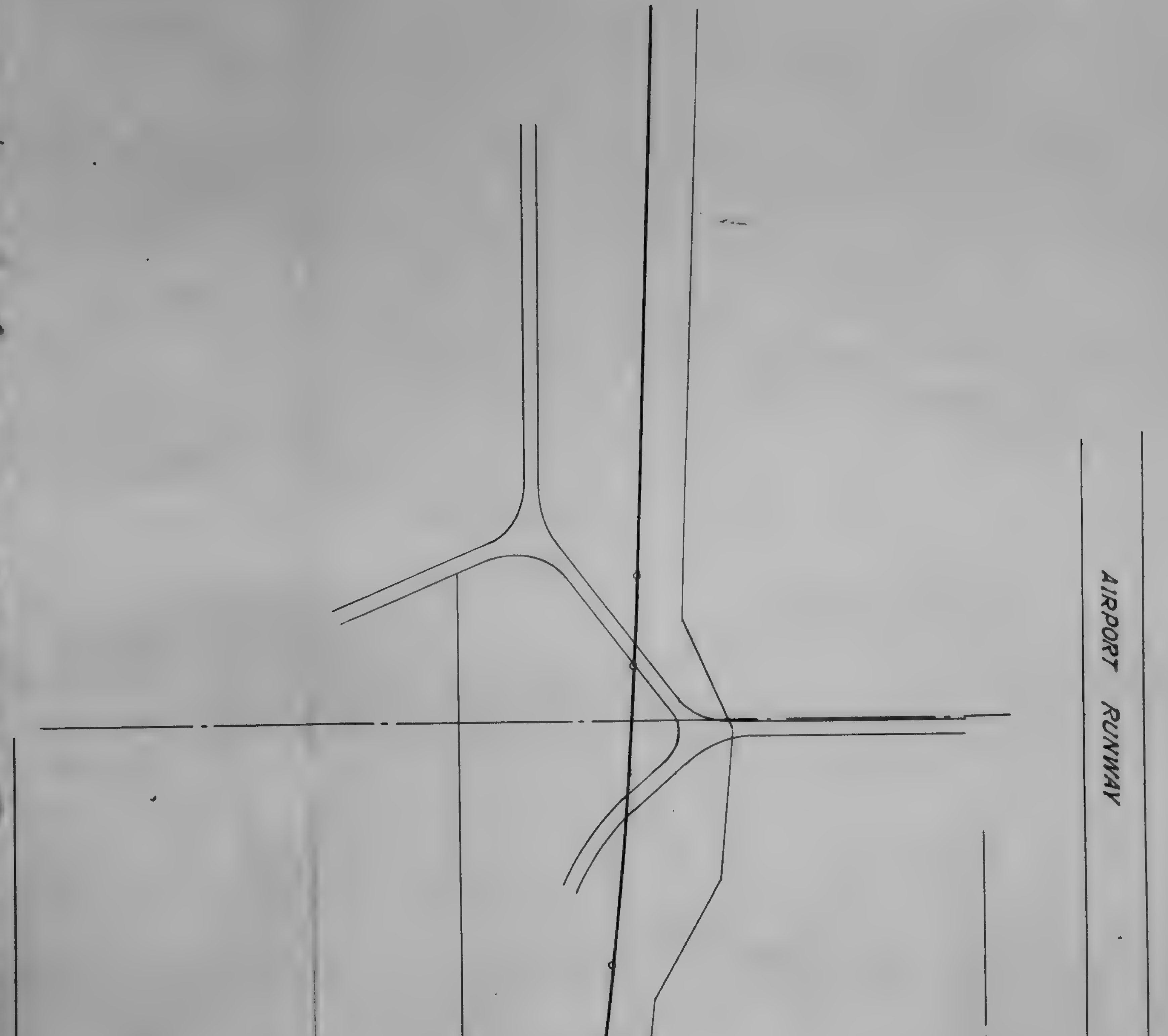
AIRPORT RUNWAY

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JAN 12 1953
FOR FILING
OREGON DISTRICT

UI-78(16)

3577

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 7, 1953

UI-78 (16)

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The December 8, 1952 request for approval of individual project program change Item 28, Project UI-78 (16) Federal-aid Urban Highway Program was approved December 19, 1952.

The character of work as now proposed will consist of grading, draining, 4-lane rock base throughout project, 0.9 mile 2-lane low-type oil surface, landscape and 3 grade separation structures (306').

The understanding that the improvement will be extended northerly and southerly to provide a completely usable facility within a reasonable time as stated in the December 9, 1952 approval of the program item is applicable.

This letter will confirm our previously telephoned notification relative this program action.

Very truly yours,

C. G. Polk
District Engineer

By: R. E. McMullen

R. E. McMullen
Program and Planning Engineer

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OREGON DISTRICT

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1-78 (16)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

[illegible] STATE HIGHWAY BLDG.
SALEM, OREGON

January 6, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project UI-78(16), South Umpqua River-Fairgrounds Road Section of the Pacific Highway in Douglas County have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Please submit the usual copies of an encroachment resolution from the City of Roseburg.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

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OREGON DISTRICT
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Const
Fed Aid
Prog. & Plng.
UI-78(16)

December 17, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Item 28, Project UI-78(16), Stage 2 of the fourth supplemental Oregon Program - Federal-aid Urban funds is approved effective December 9, 1952, with the understanding that the improvement will be extended northerly to provide a completely usable facility within a reasonable time.

Very truly yours,

C. G. POLK
District Engineer

By R.E. McMullen

R. E. McMULLEN
Program and Planning Engineer

RECEIVED
1952
FOR FILING

UI-78(16)

3877

UI-78 16

November 26, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of November 18 in which you further question our general layout construction plans for Project UI-78 (16), Federal-aid Urban Highway Project in Roseburg.

The question is raised as to favoring through traffic on US99 instead of traffic on Harvard Avenue, which avenue is the route of a federal-aid secondary county road. Please be advised that our project should in no way be related to the secondary highway route, as we are building an expressway on interstate standards and the only way that Harvard Avenue is involved is that the interstate highway is passed over this street by a structure of sufficient width to permit Harvard Avenue to ultimately be widened to a modern four-lane traffic facility. It is probably true that in the not distant future the secondary highway, of which Harvard Avenue is a part, will need to be improved, but it has no bearing on the present issue and should be considered as a seperate project entirely.

As to the proposed highway overcrossing of the street approximately 400 feet north of Harvard Avenue, this likewise is the most economical and most feasible manner of taking care of an existing street without having a street cross the expressway at grade. You well know that our designs for the new sections of US99E that we are now constructing are being done to freeway standards with positively no crossings at grade. We made very careful investigation and study of the possibility of routing this street southeasterly to a connection with Chatham Street, but found it not only undesirable but more expensive as well. Such a location would be bitterly opposed by the residents in this quiet, now rather isolated area. I understand that a representative of the Bureau of Public Roads has gone to Roseburg to study this matter, and I am confident that he will advise you that our plan of carrying the highway over this street is by far the most logical solution.

We have had this project ready for bids for some time. I reiterate that we have studied this plan for over two years, and I have given it very close personal study and am certain that it is the most logical plan that can be evolved. We trust that this project can be cleared now so that we may call for bids at the January meeting of the State Highway Commission.

Very truly yours,

H. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:me lg

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 18, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our Division Office requests further justification relative the over-all design of the proposed Item 28, Project UI-78(16) third and fourth supplements, Federal-aid Urban Highway Program.

The design of the Harvard Avenue-Military Road interchange structure appears to favor the through traffic volume on U.S. 99 amounting to 3350 ADT to 3700 ADT which traffic movement is diverted out of direction only slightly. The major traffic volume shown as 9000 ADT to 11,000 ADT is forced to negotiate two right angle turns in the immediate vicinity of the interchange. Possibly an adjustment of the design may be warranted to more adequately service the major traffic volume.

Our Washington, D.C. office previously requested an opportunity to review the general layout construction plans at this location, a copy of which request was forwarded to your office with our letter of November 3, 1952.

The following comment from our Division Office November 14, 1952 memorandum is furnished for your review and discussion:

> ". . . This project involves a bypass of the interstate route of the Pacific Highway from the central business district of Roseburg, Oregon.
>
> The proposed interchange involving traffic on the existing highway (apparently Harvard Ave. and Military Ave.) appears to favor through traffic on U.S. 99 amounting to from 3,000 to 4,000 cars per day as compared to estimated traffic of from 9,000 to 11,000 destined for the Roseburg central business district. Ordinarily, the modern design practice, as initiated and practiced by Oregon in particular, requires that the major traffic movement at such separate interchanges shall be diverted out of direction in a minimum degree. In this case, the major traffic is required to make two right angle turns in the

immediate vicinity of the interchange, whereas the through traffic is diverted out of direction only slightly. It may be that this is a case of engineers still thinking of traffic movement in terms of long trips, whereas accumulated evidence indicates that short trips predominate. The estimated traffic figures on the Roseburg sketch map appear to substantiate this finding. We would like to have a complete discussion of the merits of this design in relation to some possible alternate design which would serve the major movement of traffic more adequately. We are also unfamiliar with the necessity for the proposed highway undercrossing to the north of Harvard Ave. since no traffic figures are given on your recent sketch.

We will hold all papers attached to your November 13 memorandum here pending a more complete discussion of the general design features of this proposed interchange."

Please furnish us with four copies of the general layout construction plans with additional substantiating information, as well as comment and traffic data relative the proposed undercrossing structure northerly of Harvard Avenue.

Very truly yours,

G Polk

C. G. POLK
District Engineer

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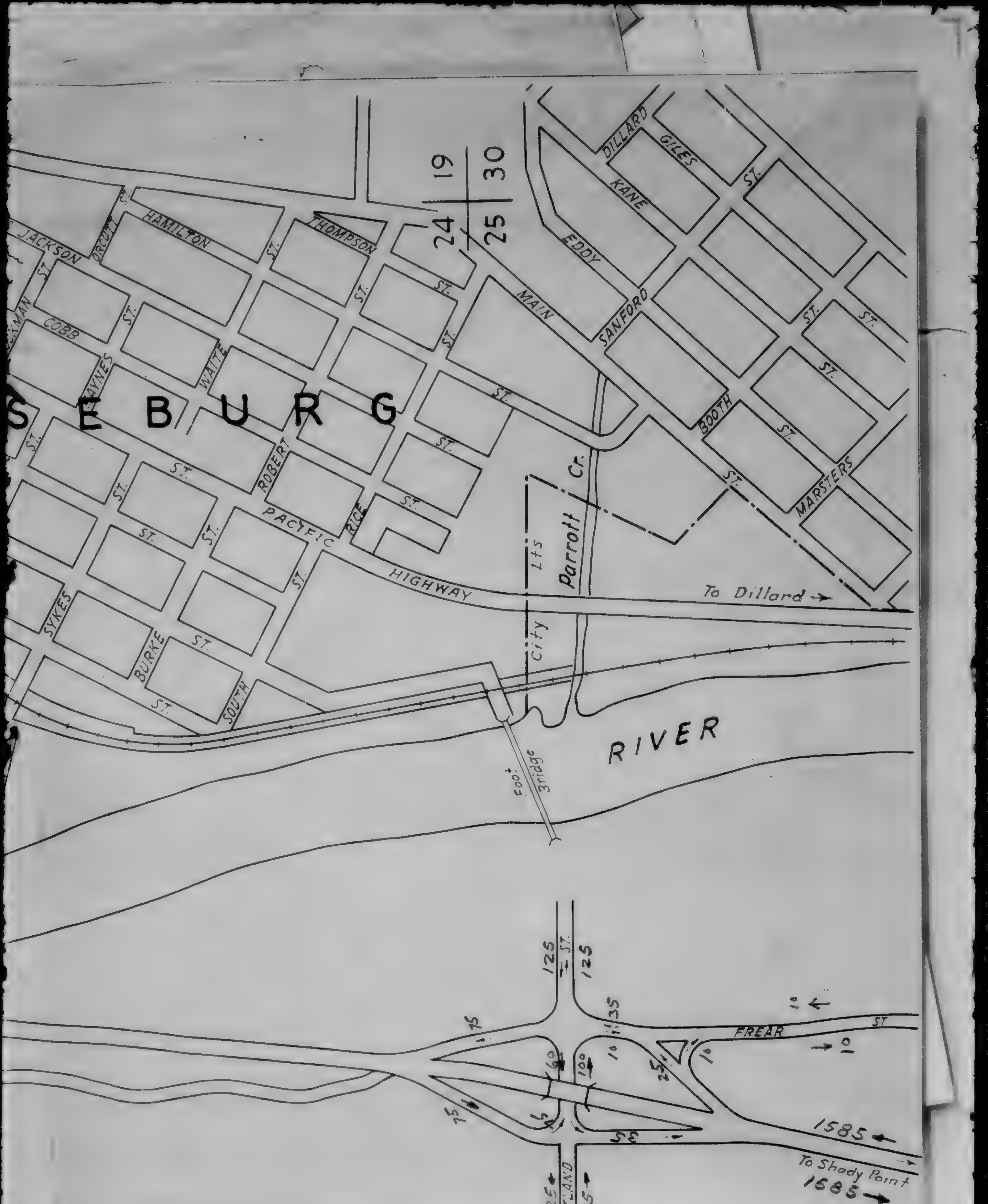

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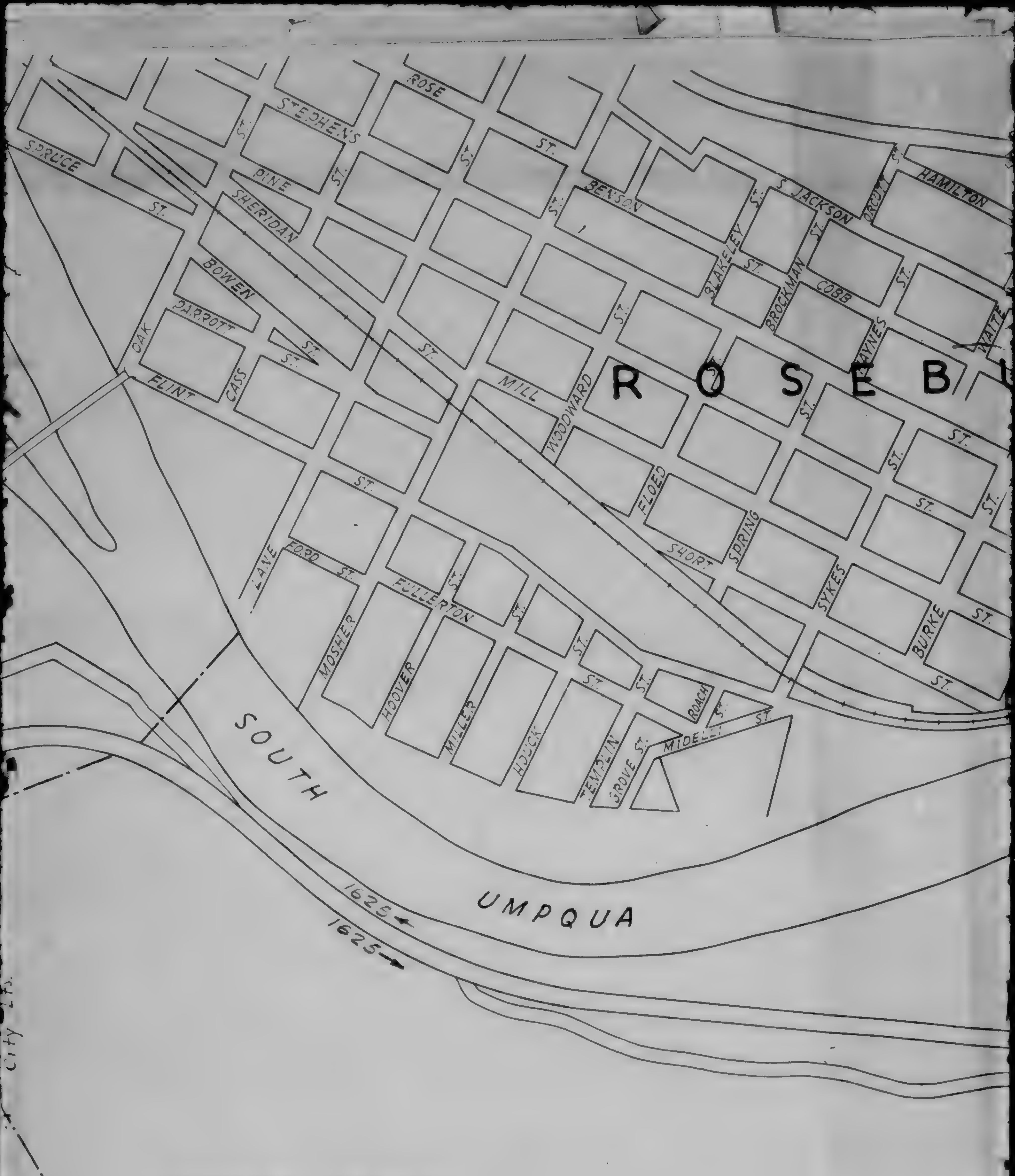
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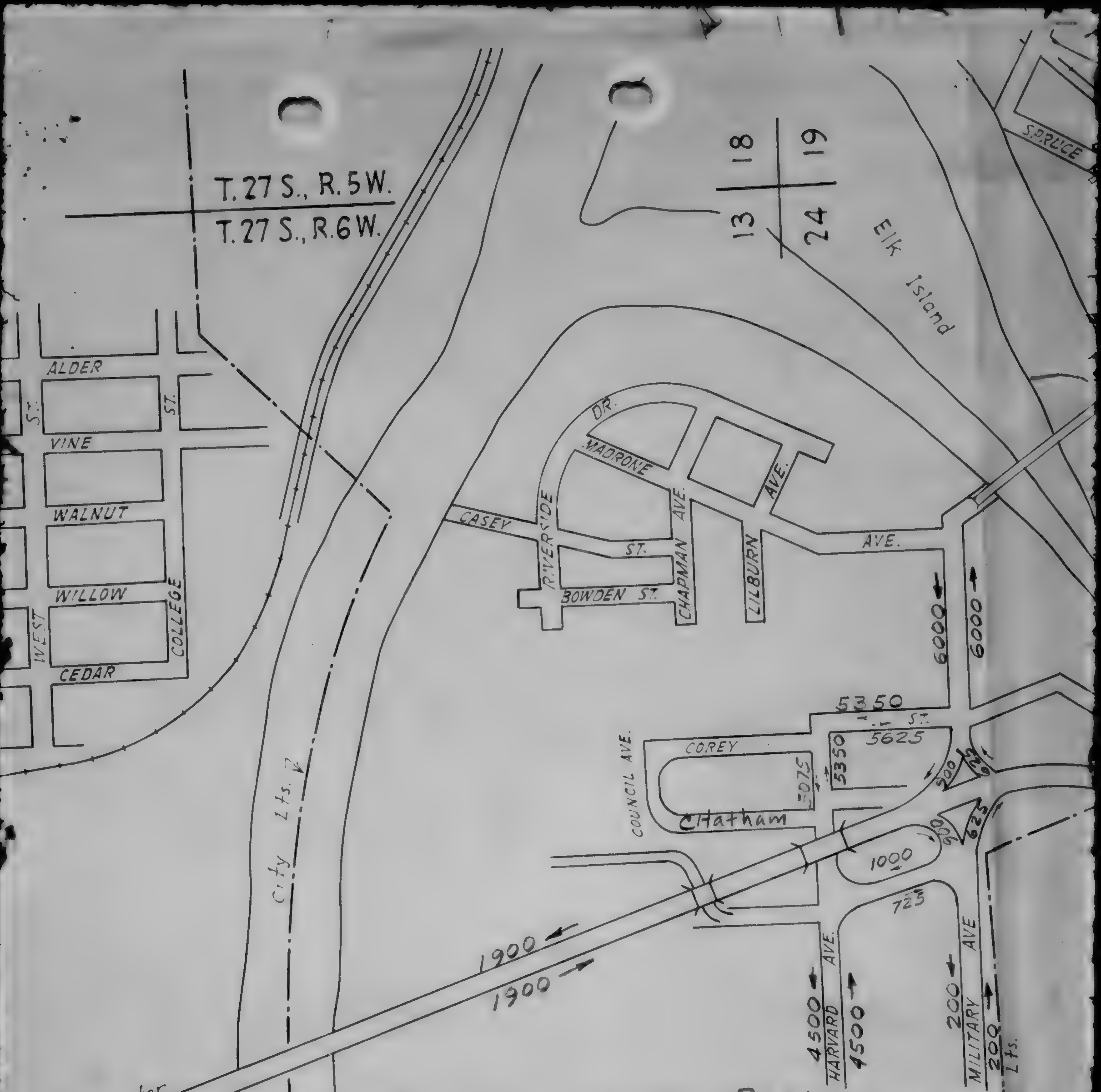
ROSEBURG JUNCTION

Oct 1952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CHAPMAN AVE.
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HARVARD AVE.
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200
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City Lts.
City Lts.
To Winchester

REVISED TRAFFIC DATA
Supersedes data submitted Oct. 1952

Figures indicated in red are estimated 1951 A.D.T.
To obtain 1965 A.D.T. multiply by 1.4
To obtain 30th Peak Hour multiply by 12%
Per Cent Commercial = 12
Nov. 1952

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1952
FOR FILING

UI-78 (16)

3877

November 12, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of November 3 in which you quoted a wire from your Washington office relative to Item 28, Project UI-78 (16).

Quoting from said wire,"....cannot be accepted in Stage 1-A pending receipt of justification for over-all design in which major traffic flow is required to take circuitous route."

We are indeed sorry to advise that there was an error in the traffic map submitted to you, in that traffic on Harvard Avenue and Military Avenue were in reverse order. Harvard Avenue is the main traffic artery leading west from Roseburg, and we are making no change whatsoever in the existing route except to provide an overcrossing for the main highway.

Military Avenue is a street with very minor traffic, is on a very steep grade, and only serves a small residential area, and I am submitting herewith three copies of a print indicating the correct traffic pattern. With the corrected information we would request early acceptance of the project in Stage 1-A, with the understanding that the project will be advanced to Stage 2 in time for the calling of bids in January, 1953.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:me er
Enclosure

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Const
Fed Aid
Prog & Proj

U1-306 (12)
U1-78 (16)

November 10, 1952

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have been notified that the addition of Item 29, Project UI-306(12), fourth supplemental Federal-aid Urban Program has been approved effective November 3, 1952. Action on Item 28, Project UI-78(16) has been deferred pending clarification of the Harvard Avenue traffic interchange design.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

REFERRED TO
Williams
Dy State Highway Engineer
Copy sent to Probert

RECEIVED
NOV 12 1952
OREGON
STATE HIGHWAY COMMISSION

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 3, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Regarding Oregon's third and fourth supplemental programs utilizing Federal-aid Urban Highway funds, submitted October 14, 1952, our Washington Office has wired as follows:

> . . . "Over-all concept of design of interchange at Military Avenue in Roseburg does not fit traffic pattern and Item 28, Project UI-78(16), cannot be accepted in Stage 1-A pending receipt of justification for over-all design in which major traffic flow is required to take circuitous route. Construction plans obviously are completed, indicating general layout was made some time ago. The opportunity to review such preliminary plans in advance would be appreciated and avoid delay in program approval. Remainder of program is now under review in this office."

Please advise at your earliest opportunity as to your reactions to the above telegram.

Very truly yours,

C. G. POLK
District Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. C. WILLIAMS

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3877

COPY

VETERANS ADMINISTRATION HOSPITAL
Roseburg, Oregon

September 26, 1952

In reply refer to 5133-M

NOTED
W. C. WILLIAMS

Mr. C. W. Enfield, Chief Counsel
Oregon State Highway Department
Salem, Oregon

SUBJ: File No. 17102-Veterans Adm. Winchester-Shady Point Section
Pacific Highway, Douglas County

Dear Mr. Enfield:

We are forwarding copy of a letter received at this station this morning in reference to the alteration of the plan submitted by you in July of 1952.

The letter, I believe, is self-explanatory and calls for no comment from this office and any further action on our part will develop after we hear from you.

Very truly yours,

/s/ John L. Haskins, M.D.

JOHN L. HASKINS, M.D.
Manager

Encl.

COPY

COPY

VETERANS ADMINISTRATION

Washington 25, D.C.

September 22, 1952

Office of
Assistant Administrator

TO: Mr. John L. Haskins
Manager
VA Hospital
Roseburg, Oregon

SUBJ: New Highway 99, Projected by State Highway Department and Proposed to Traverse VA Hospital Reservation, Roseburg, Oregon

1. Reference is made to your letter of August 5, 1952, which forwarded a new request from the Oregon State Highway Department, dated July 25, 1952, regarding the subject highway proposed to cross the eastern portion of the VA Hospital reservation at Roseburg, Oregon.

2. The maps forwarded with the letter of the State Highway Department, showing the original and revised layouts of the proposed highway, have been carefully studied. This study does not disclose, however, why it would not be possible to move the overpass and attendant cloverleaf at least an additional 200 feet to the east, thereby reducing to a minimum encroachment on the VA building area.

3. In view of the above, it is requested that the State Highway Department be asked to submit a new layout of the proposed road and cloverleaf, locating them at least 200 feet farther east toward the Masonic Cemetery, together with a description of the land involved. Upon receipt of this layout and your comments, the matter will be further considered by this office.

/s/ F. H. Dryden
F. H. DRYDEN
Assistant Administrator for
Construction, Supply and Real
Estate.

FORM E-123X 37,500 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 25, 1952

C
O
P
Y

John B. Hawkins, M. D.
Manager, Veterans Hospital
U. S. Veterans Administration
Roseburg, Oregon

Re: File No. 17102-Veterans Adm.
Winchester-Shady Point Section
Pacific Hwy., Douglas County

Dear Doctor Hawkins:

Referring to the matter of acquisition of land from the easterly side of the Veterans Hospital at Roseburg, property to be used in connection with relocation of the Pacific Highway, US99, through Roseburg, I hand to you through Mr. Si Dillary three copies of a map (Scale: 1" - 400 feet) showing the roiginal and revised layout of the reconstructed Pacific Highway through the Veterans Facility at Roseburg.

I believe that you will find that the changes shown on this map will reflect the suggestions made by you to Mr. Dillary and Mr. Nemner. You will note that the area to be acquired from the Veterans Administration has been reduced 200 feet on the northerly end, or in the vicinity of the Garden Valley Road Connection. Also, that the right of way width has been reduced to 75 feet on the westerly side of the taking between the Garden Valley Road Connection and the South Umpqua River.

The State Highway Commission will construct a chain link fence (cyclone type) 9 feet high along the entire right of way line as it applies to the Veterans property. The State will plant shrubs to mask the fence, these shrubs to be planted on both sides of the cyclone fence.

In addition to the maps referred to above, I am furnishing a copy of the profile of the connecting leg between the Garden Valley Road and the southbound US99, a profile of Garden Valley Road, and a profile of the revised

Pacific Highway as it applies to the Veterans property.

If any additional information is needed, we will be glad to furnish whatever you wish.

Very truly yours,

C. W. Enfield
Chief Counsel

By:
Forrest Cooper
Right of Way Engineer

FC:rmw
Enc.

RECEIVED

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 21, 1952

W. C. W

Mr. Si Dillard
c/o Dillard Motor Company
Roseburg, Oregon

Re: File No. R-17,102
Veterans Administration
Winchester-Shady Point Section
Pacific Highway, Douglas County

Dear Mr. Dillard:

Pursuant to a suggestion made by Mr. George W. Neuner in his letter of July 16, 1952, copy of which I note was sent to you, I am handing to you herewith three copies of a map (Scale: 1" = 400 feet) showing the original and revised layout of the reconstructed Pacific Highway through the Veterans Facility at Roseburg. This map is made in accordance with the suggestions made by Mr. Neuner and, as you will note, reduces the taking from the Veterans Facility 200 feet on the southwesterly side of the proposed right of way.

In addition to revising the right of way, as noted above, the State will construct a chain link fence (Cyclone type) 9 feet high along the entire right-of-way line as it applies to the Veterans property. The State also agrees that we will plant shrubs to mask the fence, these shrubs to be planted on the side of the fence nearest the Veterans Facility.

For your information, the original layout is shown on the maps that I am transmitting to you in red, and the revised location in black. If any further maps or explanation is necessary, I would appreciate it if you would let me know.

I am also enclosing a profile of the connecting leg between the Garden Valley Road and the south bound U. S. 99. This line is the westerlymost to be constructed under the plan and will show the relationship between the completed grade and the existing surface of the ground in the area occupied.

The Highway Department appreciates the time and effort which you have put into this matter and will be glad to furnish anything that might be necessary to assist in closing the transaction. Please let us know if we can be of any further assistance. No further action will be taken by this office until we receive advice from you.

Very truly yours,

C. W. ENFIELD
Chief Counsel

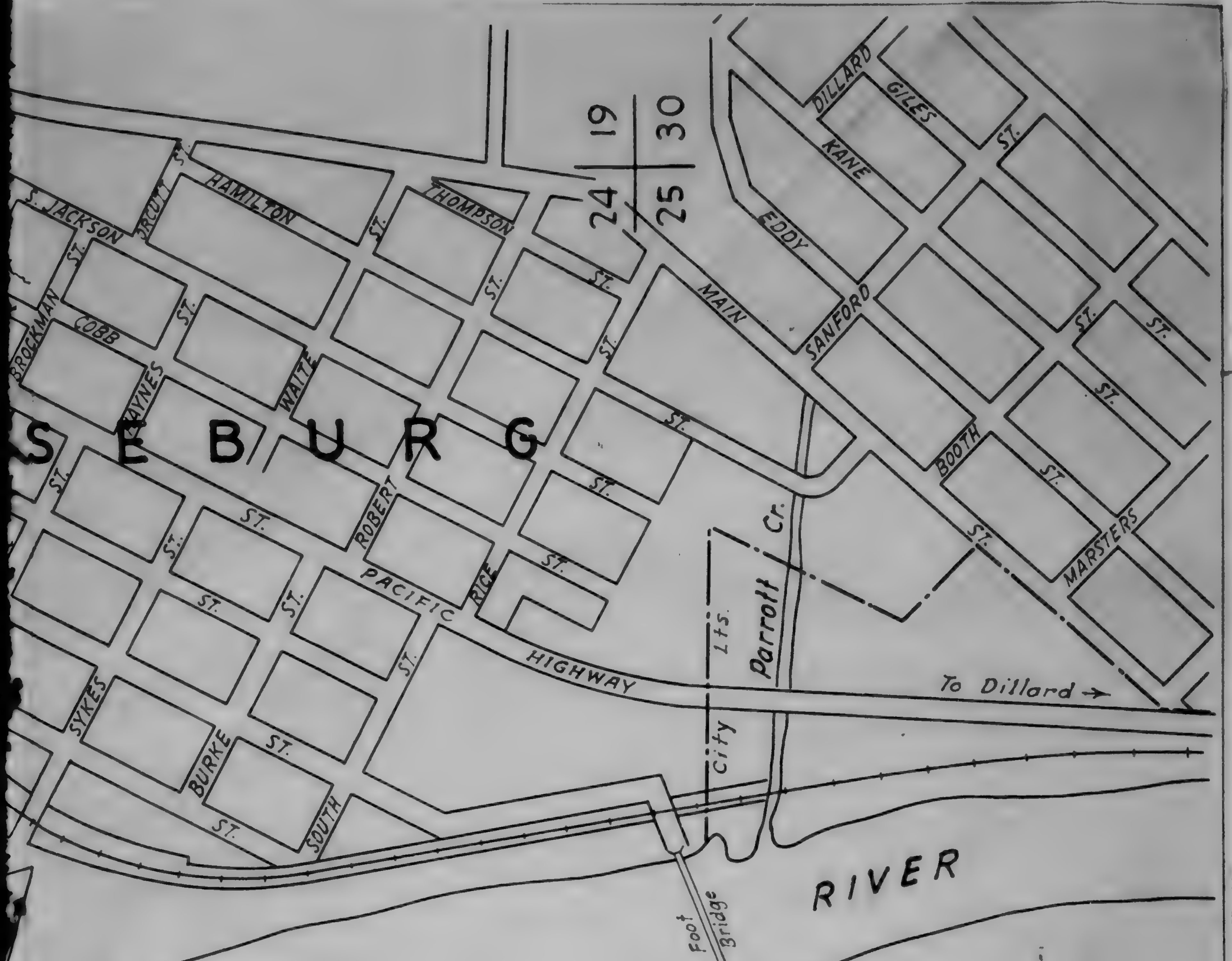
By Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:am
Encls.

cc: George W. Neuner
Orcutt, Long, Neuner & Davis
Roseburg, Oregon

cc: C. W. Enfield

cc: W. C. Williams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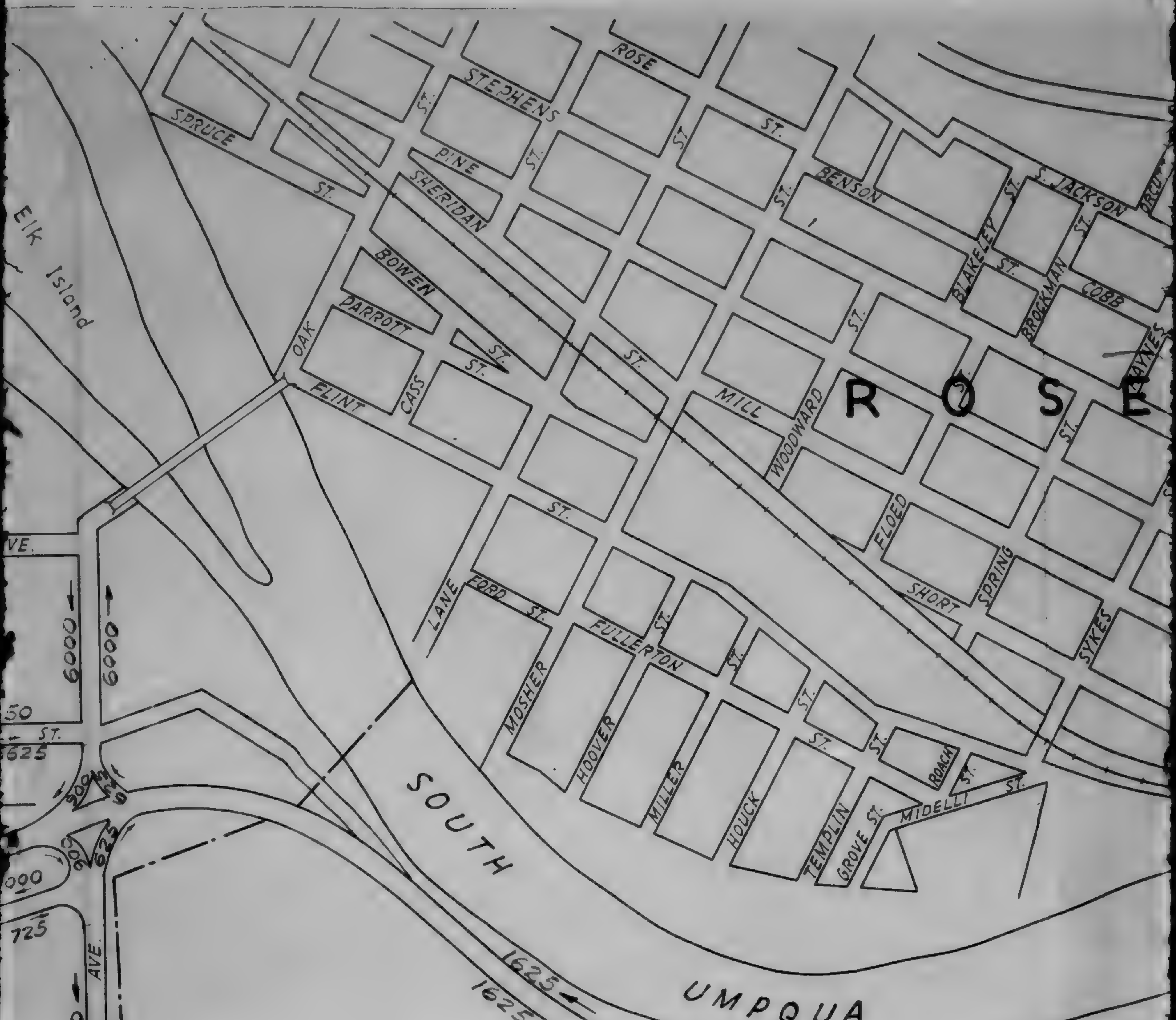
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BLAKELEY
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BROCKMAN
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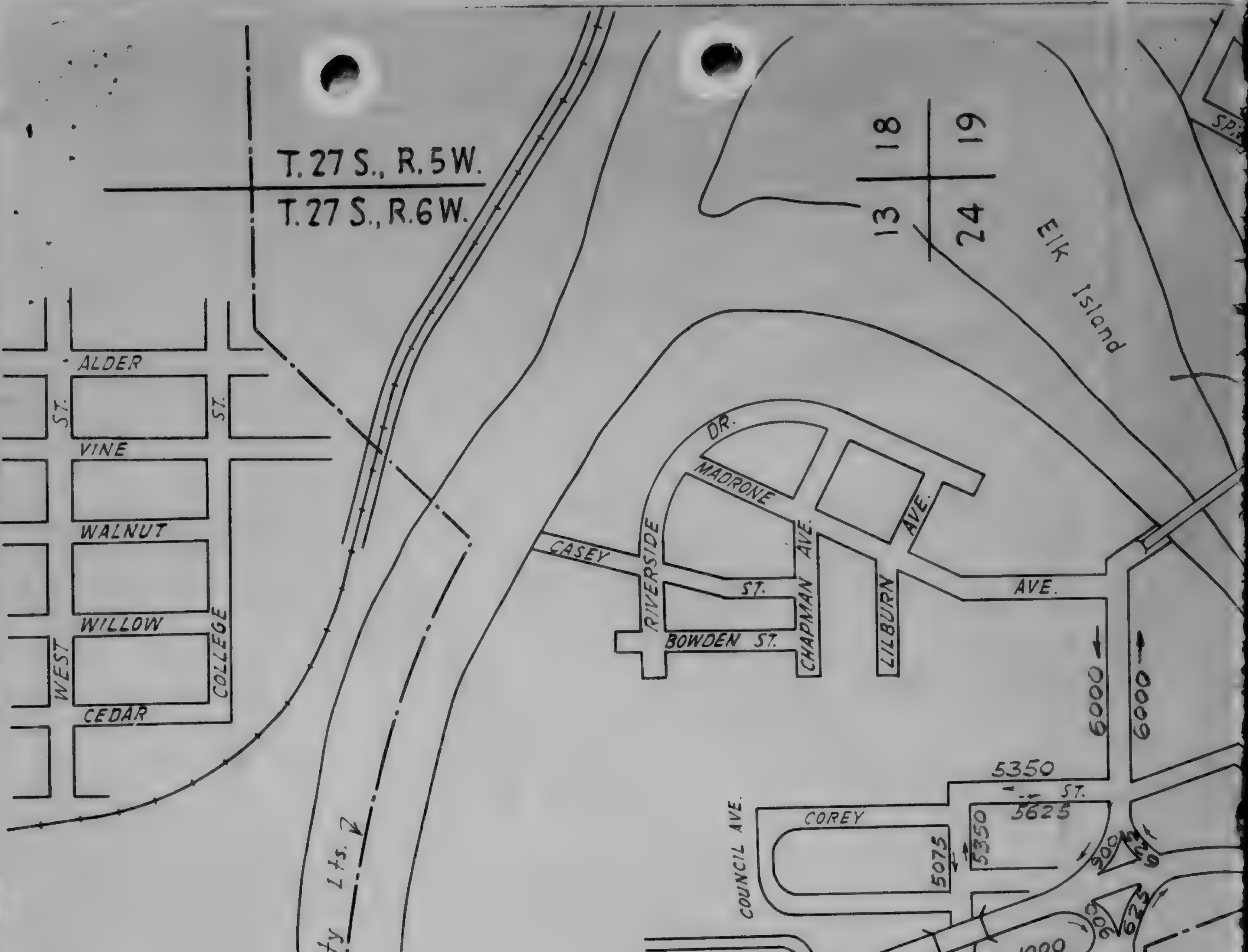
City Lts.
2
1951 A.D.T.
12%

ROSEBURG JUNCTION

Oct., 1952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Elk Island
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200
200
City Lts.
City Lts.
City Lts.
To Winchester

REVISED TRAFFIC DATA
Supersedes data submitted Oct. 1952

Figures indicated in red are estimated 1951 A.D.T.
To obtain 1965 A.D.T. multiply by 1.4
To obtain 30th Peak Hour multiply by 12%
Per Cent Commercial = 12
Nov. 1952

UI-323(4) Cereghino O'Xing of Union 1953
Pacific Railroad Co. Tracks,
#3878 T.H. Banfield Exp.

RECEIVED
AUG 9 - 1955
FOR FILING

FORM E-30 37,500 4-52 56806

3175

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1955

C
O
P
Y

SUBJECT:

To:

MEMORANDUM TO THE FILES:

A conference was held in this office today between officials of Gibbons & Reed Company and Highway Department engineers relative to claims of Gibbons & Reed Company on two separate contracts, one being the 42nd Avenue to 92nd Avenue Section and the other the 92nd Avenue to Fairview Section, both on the Banfield Expressway. Representing Gibbons & Reed Company were A. V. Toolson, District Manager, and Superintendent Bowman. Representing the State Highway Department were W. C. Williams, G. S Paxson, Forrest Cooper, A. G. Skelton, and Resident Engineer M. J. Merrin.

In the matter of the 42nd to 92nd Avenue project their claim was relative to a very material underrun in both long and short overhaul, which drastically affected the distribution of quantities and resulted in a different plan of operation than had been contemplated originally. The entire project underran more than $100,000, of which approximately $30,000 was an underrun on haul quantities. After considerable discussion it was agreed that the entire claim for change in plans, underrun of various quantities, and necessary changes in operations would be allowed in the amount of $15,500 as total settlement. The necessary Price Agreement is being prepared.

On the 92nd Avenue-Fairview Section, Gibbons & Reed had presented a claim in the amount of $65,235.23, alleging such amount to be the cost of delays by reason of noncompletion of various structures under contract to other contractors throughout the length of the project. My opinion, as expressed to the Gibbons & Reed representatives, was that this claim was without basis of foundation and that it should be rejected in its entirety. This was concurred in by Paxson, Cooper, Skelton, and Merrin, with the result that Gibbons & Reed representatives were advised that this claim was rejected in its entirety and that we could see no basis for compromise, in that if any portion of the claim were allowed the entire amount would be open to further discussion. The conference ended with out flat rejection for the consideration of any portion of the _65,235.23 claim.

/s/ W. C. Williams

W. C. Williams

WCW:me
cc Mr. R. H. Baldock
Mr. G. S. Paxson
Mr. Forrest Cooper
Mr. A. G. Skelton

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1955

SUBJECT: Gibbons & Reed claim
Contract No. 3807

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

You recently requested the advice of this office with respect to the claim of Gibbons & Reed under the above contract. I am attaching hereto a copy of a letter from Mr. James B. Daniels, Assistant Attorney, concerning the problem. You will note that Mr. Daniels concludes that Gibbons & Reed Company has no valid basis for a claim against the State with the possible exception of damages resulting from the failure of the State to call for bids for the construction of the Halsey Street Overcrossing. Whether there is any basis for claim for damages occurring as a result of this incident will depend largely upon the factual question of whether or not failure to call for bids at an early date actually delayed Gibbons & Reed Company.

I am returning herewith your file concerning the matter, together with the Office Copy of Contract No. 3807 and the General Files concerning that contract.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk

RECEIVED
JUL 29 1955
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1955

SUBJECT:

To: Mr. Robert L. May, Jr.
Assistant Counsel
Office

Dear Mr. May:

I have in compliance with your request of July 27th made a study of the Gibbons & Reed claim for damages due to States alledgedly causing delay in completion of project and subject to premises hereinafter indicated recommend that this claim for damages be rejected although recognizing that State is responsible for damages arising out of any delay occasioned contractor due to non use of Halsey Street overcrossing.

An analysis of the fact situation as represented indicates that this claim for damages is based upon the contractor's contention that they were forced to shut down for four months from November 1953 to February of 1954 due to noncompletion of 102nd Street reconstruction, Halsey Street reconstruction, 122nd Avenue-Arata Road structures, Cereghino overcrossing and 92nd Street Interchange.

There is no indication in the fact situation that indicates that contractor was delayed or claims to have been delayed by noncompletion of any of the above indicated structures other than Halsey Street overcrossing, the 148th Street overcrossing, Cereghino overcrossing and the noncompletion of Birdsdale Road. For reasons to be hereinafter set forth a discussion of liability in length need not be had for delay arising out of the noncompletion of any of the projects above indicated other than the Halsey Street overcrossing. (See pages 26-27 special provisions).

The structures other than the one indicated were in a state of noncompletion due to no fault of State. The contractors for those structures were not under the control of State. Other than the assessment of penalty for engineering overrun State had no recourse,

under the fact situation. This assessment of penalty was duly made in those instances meriting said action. In instance of all structures excepting the one indicated, i.e., the Halsey Street Overcrossing, the contract was duly let and work could have progressed under normal conditions so as not to cause any impediment to work of claimant. State is not a guarantor of the work progress of contractors building roads or structures for State. This factor is recognized by the general contract provision indicating responsibility for delays to be upon the contractor causing such delay. See Sec. 5-12 General Provisions, Page 10, Gibbons & Reed Contract. State would not be responsible for nonperformance of others without assuming said responsibility. 13 C.J. Contracts Sec. 712, Pg. 639, et seq. No duty on part of insisting upon or supplying a definite use date existed under the present contract as applicable to the structure contracts. Hence State is not responsible for delivering use of structures at any fixed period. One is not responsible for the independent acts of another. 13 C.J. Sec. 63, et seq. Pg.271.

The delay, if any, occasioned solely by the noncompletion of the Halsey Street reconstruction posits another question. The Highway Department indicated a use date of November 30, 1953, upon the Halsey Overcrossing project, whereas in fact the contract for this project was not awarded until December 14, 1953. The original time of completion of the Gibbons & Reed Contract was April 30, 1954.

The contract was entitled to depend upon the use date indicated in the specifications given herein at the time of entering into contract insofar as it was within the State's power to bring this use status into being. The contractor would have no occasion to enter into any agreement or state of affairs involving Multnomah County's moving for a widening of the deck of the overcrossing in question, however well taken the motif might have been for so widening the structure. Responsibility, or knowledge of the delay occasioned would not be imputable to contractor.

Delay caused by the adverse party is a breach of contract by the adverse party rendering him liable in damages. A party who being prevented by the fault of the adverse party from completing the contract in the time stipulated has an action for damages occasioned by the delay. 12 Am. Jur. Sec. 351, Pg 950-960; 12 Am. Jur. Sec. 721, Pg. 647, et seq.

Under contract to furnish stone for a building, including the sawing and dressing required, a contractor was allowed to recover damages for enforced suspensions of, and delays in, the work by the other party arising out of doubts of the desirability of completing the building with stone, and of the site this delay was occasioned by an examination of the foundation of the stone by several commissions. Guerine Stone Co. v. P.J. Corlin Construction Co. 240 U.S. 264. 60 Lawyers Ed. 636.

Where a contractor with the Government completed the job under the contract, reserving the right to claim damages due to long delays occasioned by the Government's failure to perform its part and actions for damages occasioned solely by the delay of the Government was valid. U.S. v. Wyckoff Pipe & Creosoting Co. 271 U.S. 263. 70 LE 938.

One who contracts for the performance of labor upon his property to be completed upon a day certain, and obligates himself to furnish the necessary materials and/or prepares the property for the performance of the work is liable to the contractor for the value of any services he performs and for any loss sustained by him if he is delayed beyond the time specified in the performance of the work by the default of the owner. Ind. Northern Traction Co. v. Brennan 174 Ind. 1-87 N.E. 215-30 LRA NS 85.

In this particular instance the fact that contractor was delayed by the failure of State to award the contract for the Halsey Street Overcrossing until December 14, 1953 is far from certain; without exploring the ramifications of whether this was the sole cause of contractor's delay. The contention of the contractor that his machinery was idle during the four months period solely because of not being able to have access and use of this structure is refuted by the fact that it was winter season and that the material was too wet to allow working.

The engineer's weekly report indicates an orderly preparation for the winter close down.

It is also the considered opinion of the engineering department that Gibbons & Reed had access way to all sections of the roadway excepting the main line roadway immediately under the structure during the entire year of 1953; and that save for this short segment, that no delay could have been occasioned.

Based upon the fact that it appears that the winter season would have occasioned a shut down in any event and that Gibbons & Reed were,

should we say, somewhat derelict in their duty of vigorously prosecuting work to the best of their ability under the conditions existing, I would advise that their claim for damages in the sum of $65,235.22 be denied. While there is danger in the State's failure to award the Halsey Street contract in a timely manner, it is doubtful from the fact situation that any portion of the alleged damage can be traced to State's failure to act in awarding the Halsey Street contract.

Yours very truly,

James B. Daniels

JAMES B. DANIELS
Assistant Attorney

JBD:br

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26, 1955

SUBJECT: Gibbons & Reed claim
Contract No. 3807

NOTED
W. C. WILLIAMS

To:

Mr. W. C. Williams

Attached hereto is the claim of Gibbons & Reed in the amount of $65,235.23 covering alleged costs of delay by reason of noncompletion of structural projects within the limits of the grading project from 92nd Avenue to Fairview on the Banfield Expressway. Also attached are reports from Mr. Cooper, Mr. A. G. Skelton, Mr. Don and Mr. J. T. Skelton.

Gibbons & Reed allege that they were forced to shut down during the four months from November 1953 to February 1954 solely because of the noncompletion of the structures. There are five structural contracts involved: 102nd Avenue Reconstruction, Halsey Street Reconstruction, 122nd Avenue-Arata Road Structures (122nd Avenue, 148th Avenue, 162nd Avenut, Rockwood Road and Birdsdale Road), Cereghino Overcrossing, and 92nd Avenue Interchange.

Gibbons & Reed make quite a point of the fact that, although their contract gives an expected date of November 30, 1953 for the Halsey Street Reconstruction to be usable, the work was not started until five months after that date. Actually the contract for the Halsey Street project was awarded December 14, 1953 and work started January 4, 1954. The starting of this project was delayed for two reasons: Halsey Street could not be closed to traffic until 102nd Avenue was opened. Traffic was routed over 102nd Avenue on December 31, 1953. The Halsey Street structure was redesigned and widened to a three-lane structure at the request of Multnomah County. Gibbons & Reed had the use of a roadway under the old east approach during the entire year of 1953. Their only delay was in the widening of the main-line roadway immediately under the structure. The old east approach was completely removed by March 8, 1954 and Gibbons & Reed could have made the excavation at any time after that date. They did not start this excavation until May 18, 1954, over two months after the site was available. This delay seriously inconvenienced Young & Smith, the structural contractor.

The Gibbons & Reed contract did not include the backfilling of any of the structures in the 92nd Avenue-Fairview structural contract. They had a passage way around or over these structures at all times. There is no apparent reason why noncompletion of the structures should have delayed their work.

The work on the Cereghino Overcrossing project, under contract to Carl M. Halvorson, Inc., was not far enough along to allow the completion of the backfill by Gibbons & Reed on the expected date of November 30, 1953. The State did make every effort to expedite this work. Halvorson did shut the job down on December 14, 1953 and did not resume work until February 15, 1954. The weather during this time was unfavorable with rain, sleet and ice which Halvorson claimed created too dangerous a condition to allow men to work on the high falsework. Falsework was removed and the site was available for backfilling on April 30, 1954. It became evident in the fall of 1953 that the overcrossing would not be ready for backfilling by November 30, 1953. In order to accommodate Gibbons & Reed as much as possible, the State executed a price agreement with Halvorson under which he moved all of his construction materials and equipment from the east end of the structure so that the embankment could be made up to the footings of the end bents. This cost the State $791.23. The haul-road trestle was in place and Gibbons & Reed had access to all their work except approximately 65 linear feet of embankment at the east end of the structure.

The fifth structural project in this section is the 92nd Avenue Interchange. Contract for this structure was awarded to United Builders, Inc., on January 22, 1953. The contractor was ready to start work on March 3, 1953, but could not do so because Gibbons & Reed had not done the grading at the site although their contract listed that grading as one of the items to be done at an early date to facilitate the structural work. The structural contractor was held up on his job until August 4, 1953.

The records show that, except for the short section of fill at the east end of the Cereghino Overcrossing and the cut through the east approach of the Halsey Street job, no delay was caused to Gibbons & Reed.

The specifications for the Gibbons & Reed contract specifically list November 30, 1953 as the "expected date" when the bridges will be usable. We also wrote the following into the contract: "Noncompletion of the other work within the expected time will not, however, relieve the contractor of his obligation to complete specified under the contract. Neither will such noncompletion entitle him to extra compensation of any kind." This would seem to be ample warning that no guarantee of any kind was given of the completion of the structures by that date. The delays that occurred were not foreseeable by the State when the Gibbons & Reed contract was drawn. We could not anticipate that the County would ask the complete redesign of the Halsey Street job to provide three lanes of traffic, nor could we anticipate the unsatisfactory progress made by Halvorson at Cereghino. We did not approve the shuting down of work and did everything we could to get him to continue work. Under the contract our only course was to assess engineering costs for the overrun in time against him, which we did.

Even had these jobs been "usable" by November 30, 1953. Gibbons & Reed could not have finished their work by April 30, 1954. The statement in their claim that they worked their equipment through the previous winter of 1952-53 is erroneous. In Mr. Don's report he states that, "No grading

was done from the 23rd day of December 1952 until the first week of April 1953." The winter of 1953-54 was a more unfavorable winter than the previous one.

It is unfortunate that the construction schedules on the structures were not met, but even had they been met Gibbons & Reed would have been shut down for a considerable period during the winter because the material was too wet to move. The contract did not guarantee the structural completion dates and specifically warned the contractor that he would not receive extra compensation in case they were not ready. The State did all that it could reasonably do to push the structures along, and the delays could not have been anticipated by the State when Gibbons & Reed were awarded the contract. I can find no legal obligation to allow any part of this claim, nor do the facts indicate that the job could have been completed during the winter of 1953-54 had the structures been ready. I recommend that the claim be denied.

Very truly yours,

G S Paxson

G. S. Paxson

GSP:gm
Attach.
cc Mr. Forrest Cooper

FORM E-90 20M 8-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons and Reed
Cereghino Overcrossing of
U. P. Railroad, Contract 3878

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to your request for dates on the Cereghino Overcrossing, Contract No. 3878, Carl M. Halvorson, Inc., contractor, I have the following to report.'

Contract No. 3878 was awarded February 26, 1953. The contract had a stipulated date of completion of April 30, 1954.

Work under this contract was not started until June 3, 1953, or slightly over three months after the award. Weather and difficult access conditions were probably the contractor's reason for such a late start. For a 28-week period of active construction through December 14, 1953, an average crew of 24 men were employed. During this period all retaining walls were poured. The north or westbound structure was poured to the top of the roadway curbs, footings were poured, columns were poured above the ground surface, stripped and backfilled on the south or eastbound structure. The falsework wedges were slacked under the beam bottoms of the north structure. Then, presumably due to inclement weather, no further construction activities were carried out until February 15, 1954.

During the period of inactivity, all key personnel were moved to Bandon on the Bullards Ferry Bridge where construction activities were carried on under weather conditions that could not have been more favorable than at Cereghino.

To expedite Gibbons and Reed's work, Price Agreement No. 3 was entered into between the State and Carl M. Halvorson on September 21, 1953, to move stockpiled material from the bridge site to make room for additional embankment material between the east end of the haul road bridge and the east end of the Cereghino Overcrossing. This was at an expense of $791.23 to the State to expedite the grading contractor's work. With

this order it was possible for the grading contractor to make a large part of his fill and to stockpile a large part of the remaining dirt needed.

The last of the deck slab was poured on the south structure on April 23, 1954.

On April 28, 1954, all of the curb on the south structure was poured and half of the handrail on the north structure. On April 30th, the falsework and beam forms had been removed from the three east spans, and this end of the bridge was ready for the grading contractor to place his roadbed embankment. On June 1, all concrete was in place. By July 14, 1954, all work was completed except for removal of the haul road bridge.

July 26 through August 20 was utilized in removing the haul road bridge and cleaning up the site.

Very truly yours,

J.T. Skelt

J. T. Skelton
Bridge Construction Engineer

JTS/dp

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
July 25, 1955

SUBJECT: Gibbons & Reed's Claim
Data on 92nd Avenue Traffic
Interchange
United Builders, Inc., Contractors

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

The 92nd Avenue Interchange was indicated on Gibbons & Reed's contract to be completed November 30, 1953. United Builders, Inc., were awarded their Contract 3851 on January 22, 1953 for this interchange. Steel piling were delivered and they were ready to start work on March 3, 1953. Contract No. 2851 restricted work at Bents No. 2 and 3 for both excavation and driving of piling and excavation for the two retaining walls adjacent to these bents until the grading of the lower roadway was completed by the grading contractor, Gibbons & Reed Co. Due to the difficulty of backfilling around the steel piling at the bridge ends by the grading contractor and plus the fact that Mr. Ladd, Superintendent for Gibbons and Reed, expected to have fills for this structure placed within 14 to 21 days from March 5, 1953 on, work on contract 3851 was held in abeyance. In this regard, I am quoting from my letter to yourself under date of March 10, 1953. A copy of this letter is attached.

On June 16, 1953, "United" moved onto the bridge site, set up a construction shack, beveled pile heads, etc. At this time, however, fills had not been made, and it was necessary for them to discontinue further operations.

On July 29, 1953, United Builders were notified by a letter from myself that construction could be resumed on August 4, 1953. Bridge construction was resumed August 4, 1953.

Mr. A. V. Toolson in his letter to Mr. A. G. Skelton of July 12, 1955, states: " . . . you certainly retain for each of your engineers the power to cause a contractor to prosecute the work as he considers necessary. And your department alone has the power to schedule the various contracts from the invitation for bids to the completion date. . . ". United Builders were able to resume construction on August 4, 1953. Their contract called for all work to be completed by August 31, 1953. How does Mr. Toolson reconcile their delay on the above project? I will admit that with more favorable weather the work could have been made available for United Builders, Inc., in March 1953.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp
Attached

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Gibbons & Reed Company Claim
Data pertaining to Halsey Street
Undercrossing Reconstruction,
Contract No. 4066, Young & Smith,
Contractors

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

W. C. WILLIAMS

Dear Sir:

Contract No. 4066 was awarded December 14, 1953. Delay in placing this job under contract was to permit completion of 102nd Avenue Overcrossing reconstruction to the point that closure of Halsey Street would not impose too heavy a burden on traffic flow.

Young & Smith started moving equipment to job site and building field office on January 4, 1954. Actual contract work was started January 26, 1954. On March 8, 1954, the east end of the old Halsey Street Bridge had been completely removed. From this date on, Gibbons and Reed Company could have been excavating for the roadbed section at its Halsey Street intersection. Young & Smith were held back on progressing their work on Unit 2 which related to this area.

Field diaries are not at hand. As a result I called L. R. Allen's office. Don Gallaher reports that the diary reports on Tuesday, May 18, Gibbons & Reed started with a double shift to remove the cut roadbed section through Halsey Street, i.e., two months and ten days after this section was made fully available to them by Young & Smith. Excavation was started by Young & Smith on Pier 4 on June 8, 1954. Footings were poured on Bents 24, 25 and Pier 4 on June 11, 1954. Undoubtedly this delay by Gibbons & Reed caused hardship and financial loss to Young & Smith.

While Gibbons & Reed may not have had access to use of structures at the dates shown on Page 27 of their special provisions, bridge construction did not deny them access through on the highway right of way if not over the structures. Fills could not be completed as soon as they may have expected at Cereghino. They were not a party to the backfilling of the eleven structures built by Parker-Johnson. Delay on 92nd Avenue could only be charged to themselves.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons & Reed
Parker & Johnson Contract 3879

To:
Mr. G. S. Paxson
Asst. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to your request for dates on 122nd-Arata Road Structures, Contract No. 3879, Parker-Johnson, contractor, I have the following to report:

Contract No. 3879 was awarded February 26, 1953. The contract had a stipulated date of completion of July 31, 1954.

162nd Avenue

Highway crossing over 162nd Avenue. Work on Contract 3879 was started on this site on March 2, 1953.

The deck pour of the north highway structure was on April 15, 1953. The deck pour on the south structure was on May 6, 1953. The last concrete pour on either of the two structures was June 11, 1953. Backfilling by the bridge contractor at the bridge ends was completed on July 24, 1953, with full access to use of the structures.

Access was available around these structures at all times by roadways on top of the old cut slopes to the Wilkes Road Connection on 162nd then via Wilkes Road on the new grade.

Birdsdale or 201st Avenue

General roadbed excavation was started on April 2, 1953. The north highway structure deck was poured on July 23, 1953. The north highway structure pours were completed on August 20, 1953. The structure weekly report record does not indicate the date the roadbed embankment backfilling was completed. This information would probably be in the weekly reports rendered by the grading resident engineer, but in all probability the structure was available for use by mid September with a partial fill. The last of the concrete was poured in the handrails of the south structure on January 5, 1954. A road paralleling the shoofly track was used by the grading contractor until sufficient roadbed was in place on the north highway structure to permit the use of that structure.

Rockwood Road - 181st Avenue

The grading contractor detoured to the south around these structures at the prevailing grade of the new highway during their period of construction. The added length of haul probably did not exceed 200 feet and this added length of haul would constitute his only lost time.

During July 1953 the grading installation of the shoofly track was made. The completion of this work was on August 4, 1953. On August 11, 1953, the pours were made for the highway structure footings. On this one crossing, enough width was available to permit construction of both the railroad and highway structure without the lost time occasioned for construction of the second highway structure by waiting for reinstallation of railroad traffic over the railroad structures as was necessary at 148th Avenue and 201st Avenue.

The last pour on the decks of both the south and north highway decks were made on September 29, 1953. The deck for the railroad structure was poured on October 1, 1953. The final concrete pour was made for the structures on Rockwood Road (181st Avenue) on November 30, 1953. Train traffic was routed over Rockwood Road railroad structure on December 28, 1953. The weekly reports indicate backfilling of highway structures on February 9th. Examination of the grading department weekly reports would have to be made to determine if any backfilling occurred following this date.

148th Avenue

Structural weekly reports do not give a resume' of the grading work on general excavation. These will have to be obtained from the grading records.

Following construction of the railroad shoofly, the width of roadway on the highway section was somewhat limited in width to the grading contractor. It is not in my recollection that he was ever unable to go through or around the structural work.

On August 31, 1953, it was indicated that the rough excavation was completed for the south highway structure wing walls.

On October 16, 1953, the concrete footings for the 21'6" wing wall footings and the abutment footings for the south highway structure were poured.

From the weekly report record, 148th Avenue, the shoofly was placed in use about January 1st. First evidence of excavation for railroad structure, however, was on February 4, 1954.

On November 12, 1953, the deck was poured in the south highway structure.

The last of the concrete was poured on the south highway structure on February 9, 1954. The first concrete for the railroad structure was poured for the abutment footings on February 15, 1954. The deck of the railroad structure was poured on March 3, 1954. The last of the concrete was poured on the railroad underpass on March 25, 1954.

On April 23, 1954, the Union Pacific was replacing track over the railroad structure. On April 28, 1954, the contractor was excavating for the north highway structure with the south highway structure and the railroad structure apparently in use. On May 20, 1954, the deck was poured on the north highway structure. On June 4, 1954, the last of the concrete was poured at 148th Avenue. The placing of membrane waterproofing to receive backfill was completed on the north highway structure on June 11, 1954. On June 24th and 25th, 1954, the north highway structure was backfilled.

The work under Contract 3379 was reported completed on October 19, 1954.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 12th, 1955

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer

NOTED
W. C. WILLIAMS

Gibbons and Reed have made a claim against the Highway Commission on Contract #3807, 92nd Avenue-Fairview, Banfield Expressway, in an amount of $65,235.23 based on alleged delays by other contractors who are constructing structures on the same section. I am attaching copies of correspondence from A. V. Toolson, District Manager, Gibbons and Reed, which delineates the claim, and letters of James Don, Resident Engineer, and A. G. Skelton, Division Engineer, which I believe pretty well cover the situation.

The claim finally boils down to a charge for equipment rentals during their shutdown period, most of which was caused by weather conditions and part of which might be attributed to the delays by other contractors working on the job. They also have some more or less unexplained labor charges listed on the last page of Mr. Toolson's letter.

It is my recommendation that we deny the claim entirely and make no effort to negotiate a settlement on a partial or any other basis as the complications of such a maneuver would open the door for countless claims of a like nature from other contractors. It is my belief that the contract adequately covers the situation even though the delays were somewhat extended. I would like to discuss this matter with you after you have familiarized yourself with it.

I might add in passing that Mr. Toolson's letter again brings up a matter which has consistently plagued us and, I believe, should receive further study. I quote from Toolson's letter: "You certainly retain for each of your engineers the power to cause a contractor to prosecute the work as he considers necessary."

Unfortunately Mr. Toolson is in error. I know of no way that the Department can speed up contractors' operations other than request

them to do certain things or follow certain time schedules. Certain contractors are cooperative and cause little trouble. Others drag their feet beyond all reason and often get us into embarrassing situations such as the one discussed in this letter.

Forrest Cooper
Ass't. Construction Engineer

FC:AR
Enc. 3

RECEIVED
JUL 1[illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 11th, 1955

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn: Forrest Cooper

Dear Sir:

I am forwarding herewith letter dated June 15, 1955 from A. V. Toolsen, District Manager for Gibbons and Reed. This letter sets up a claim in the amount of $65,235.23 for additional expense due to delay of the complation of their contract No. 3807 for grading the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, caused by the failure of other contractors on this section to prosecute and complete the[illegible] work in a reasonable manner. I am also enclosing a report dated June 28, 1955 from James Don, resident engineer on this project. Don's report covers the general factors affecting this project, such as weather conditions, the progress of work on other contracts in the section, and a record of actual work under way by Gibbons and Reed during the period from November 1, 1953 to the end of February in 1954.

You will note from Don's report that work on the Cereghino Overcrossing was completely shut down on December 11, 1953, and that work was not resumed on this structure until February 15, 1954. The structure was completed and ready for backfilling on April 30, 1954. On the 148th Avenue structures, the grading contractor had access across 148th throughout the time these structures were under construction, and it is not believed that he suffered any material inconvenience from delay in the completion of the structure. The Halsey Street Undercrossing reconstruction was not completed until late in October 1954, however the grading contractor had access through this section several months before the final completion. He was inconvenienced by not having access to this project until late in 1954. Page 27 of the special provisions for this project gives the following expected dates by which bridges will be usable: Halsey Street Overcorssing Revision, November 30, 1953; Cereghino Overcrossing, November 30, 1953; 148th Avenue and Rockwood Road grade separations, November 30, 1953. The special provisions on page 27 also state "noncompletion of the other work within the expected time will not, however, relieve the contractor of his obligations to entirely complete all work specified to be done under the contract. Neither will such noncompletion entitle him to extra compensation of any kind."

Gibbons and Reed were awarded contract No. 4053 for grading and other work on the 42nd Avenue-92nd Avenue Section of the T. H. Banfield Expressway on December 11, 1953. However, clearing work on this project was started on November 12, 1953, and two dozers were in use on that date. Grading on this project actually started February 4, 1954, and the remainder of Gibbons and Reed's equipment was moved to this job on February 8th. You will note from Don's report that weather conditions from November to February were not favorable for work on the 92nd Avenue-Fairview Section, and it is very doubtful that any material amount of work could have been done if the entire highway had been open to their use. You will note also that in 1952-53 no grading was done from the 23rd day of December 1952 until the first week in April 1953. The winter before that Gibbons and Reed did work throughout the winter on the Shell Rock cut and fill on the Gorton Creek-Warren Section of the Columbia River Highway. Our experience on the section even after work was resumed in March was not too satisfactory, as it was necessary to waste material because it was too wet. We also had difficulty with construction equipment pumping wet subgrade, making it necessary to remove this wet material and replace it with selected dryer material.

Gibbons and Reed were delayed somewhat by the structural contractors in the same section. This should have been anticipated, and was covered in our special provisions for this project. The Gereghino Overcrossing was unduly delayed, the contractor moving his entire crew off the job for some two months during January and February, and also running over his completion date on this project. The Halsey Street structure also delayed the contractor's operations in the vicinity of Halsey Street. The fact that the contractor was the successful bidder on the 42nd Avenue-92nd Avenue project did help materially in keeping his equipment busy, particularly after February 1954. It would be difficult to arrive as to just what loss was suffered by not having complete access to the job, but normally the period from late November to about the first of March is so wet that grading operations are suspended by all contractors in this general area, unless the work is almost entirely in rock. In view of our special provisions on this job, and of the weather during the period of the claim, I would recommend disapproval.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl James Don
cc:

FORM E-30 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 28, 1955

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
Office

[illegible]
W. C. WILLIAMS

Dear Sir:

The following is a report of claim placed by Gibbons & Reed Construction Company against Contract 3807 for the 92nd to Fairview Section, prefix 26-1015.

This claim is based on dead rental of equipment caused by alleged delays from other contractors, which include the Cereghino Overcrossing under contract to Carl F. Halverson, the 148th Avenue Structures under contract to Parker-Johnson Company and the Halsey Street Undercrossing Reconstruction under contract to Young and Smith Construction Company. This claim also includes the 42nd to 92nd Street project during this period because some of the equipment that is claimed as idle, was working on this project.

A report on the structures mentioned in Gibbons & Reed's claim are as follows:

The Cereghino Overcrossing was shut down December 11, 1953 and work again resumed February 15, 1954, with completion of structure ready for backfilling April 30, 1954 and with the completion of the haul bridge removal on August 6, 1954.

The RR Structure at 148th Street was started February 3, 1954 and backfilling of this bridge was completed April 6, 1954, with trains again going over this main line April 27, 1954. Excavation for the south highway structure at 148th Street was started September 9, 1953 and bridge was completed February 9, 1954. Work on the north highway structure at 148th Street was started April 1, 1954 and completed June 28, 1954.

The Halsey Street Undercrossing Reconstruction was awarded to Young & Smith Construction Company, December 14, 1953 with work starting by removal of handrail on old structure, January 26, 1954 and contractor placing final paint on steel section, October 28, 1954.

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OFFICE OF
CONST[illegible]

On October 1, 1953, the contractor broke from a double shift to a single shift, as is stated in the claim, but did not shut down on this section with his grading equipment until November 5, 1953, then retained one blade on this section, preparing the select topping to and including November 13, 1953, at which time, they were completely off this project until March 3, 1954 and in April 1954, the materials from T. Line was wasted because of being too wet. During the period from November 12, 1953 to March 1, 1954, there was work being done on the 42nd Avenue to 92nd Avenue, Contract No. 4053, under contract with Gibbons & Reed, by some of all types of equipment mentioned in the claim.

November 12, 1953 records show that two dozers were working on the 42nd Avenue to 92nd Avenue section, on February 4, 1954, three DW 20s were moved to the above mentioned section and on February 8, 1954, the remainder of the equipment was moved to the other project.

A monthly comparison of the precipitation as measured at Portland International Airport is as follows:

November		December		January		February	
1952	1953	1952	1953	1953	1954	1953	1954
1.44 in.	6.46 in.	6.76 in.	7.85 in.	12.83 in.	8.95 in.	3.71 in.	4.57 in.

The only one of the months in question in which the rainfall was exceeded by the rainfall of the same month of the previous year was January 1954, which had 8.95 inches and the previous January had a rainfall of 12.83 inches. A difference of 3.88 inches. According to our records, there was no grading done in January of 1953 on the 92nd Avenue-Fairview Project. No grading was done from the 23rd day of December 1952 until the first week of April 1953. This would seem to refute Gibbons & Reed Company claim of having worked all through the winter of 1952-53.

Due to the fact there was so much rain during these months, with no drying periods in between, it would be impossible to work this equipment on the job.

Very truly yours,

James Don

James Don
Resident Engineer

JD:bb

NEW ADDRESS
825 West 9th North
P. O. BOX 1113
Salt Lake City 10, Utah

GIBBONS & REED CO.
CONTRACTORS
[redacted]

June 15, 1955

ADDRESS REPLY TO
P. O. Box 4989
Portland 13, Oregon

RECEIVED
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

Mr. A. G. Skelton, Division Engineer
Oregon State Highway Department
P. O. Box 4699
Portland 2, Oregon

Reference:
Contract No. 3807
T. H. Banfield Expressway
Fairview-92nd Ave. Section

Dear Sir;

In our letter dated to you on January 9, 1954, we advised you that the delay in the completion of the Cereghino Overcrossing structures would cause us added expense over and above anything we were led to anticipate when we bid the job and entered into the contract. That letter further advised you that we were going to expect the Oregon State Highway Department to participate in this added cost.

On april 29, 1954, we requested an extension of time for the completion of work under the contract. Our reasons for the need for additional time, given in the request, included the delay in in completion of the Cereghino Overcrossing structures, the fact that work on the Halsey Street Overcrossing Revision had not been started by the date we were led to believe it would be complete, and the further fact that work on one of the Grade Seperation structures at 148th. Avenue was even then not started, five months after we were told to expect that all structures would be usable.

On June 25, 1954, we wrote to your Resident Engineer for the job, repeating parts of the above mentioned letters, and reaffirming our position that had the structures on the project been completed as scheduled we would have completed our contract on schedule.

To date we have received no reply nor recognition of any one of these three communications. We assume that you would have let us know had you disagreed with our reasoning or our conclusions expressed in the communications.

The Special Provisions for our contract listed the dates on which we could expect the various structures to be usable. In August, 1952, we prepared our bid for the grading on the project. At that time the completion date for all of the permanent structures was well over a year in the future. We could only assume, and we did assume as a basis on which to prepare our bid for the grading, that the structures would be put under contract early enough to permit them to be built by the date listed in our Special Provisions. The Standard Specifications for Highway Bridge Construction substantiates another asumption we made in arriving at a basis for bidding purposes. We assumed that, once you had let the contracts for the various structures, you would require that the contractors prosecute the work continuously, at a rate sufficient to complete the workby the date given in our Special Provisions.

The Special Provisions covering our work state that non-completion of the other work will not intitle us to extra compensation of any kind. We believe that this statement can be invoked to cover the delays encountered by the structure contractors due to unsuitable weather or such other conditions as are unfavorable for the prosecution of the work. We cannot believe that the statement can be made to cover a years delay in the placing of one structure under contract. Nor can it be made to cover a total cessation of work for a period of several months of good construction weather on the largest structures involved. Nor can it be made to cover such a delay as a bridge not being started until more than five months after we were led to believe it would be usable. These delays, by their very nature, were beyond our forseeing in August of 1952 and were beyond our control at all times.

At the same time we believe that these delays were forseeable by your department and were your responsibility to alleviate . You certainly retain for each of your engineers the power to cause a contractor to prosecute the work as he considers necessary. And your department alone has the power to schedule the various contracts from the invitation for bids to the completion date.

All work under our contract was complete last fall. We have put off writing this letter until we knew our final pay quantities. With these quantities now being furnished us we are in position to assess the added costs incurred by us due to delays in the completion of the work under the contract. As stated in our letter of January 9, 1954, these are the costs which we expect you to assume.

The first of October 1953, we were running out of place to work and cut our equipment back to one shift. The first of November of that year we were out of a place to work and of necessity shut down,. The previous winter we worked this same grading equipment all winter, through weather that produced thirty seven inches of rain in thirty seven days, and had no lost time.The winter of 1953-1954 should have seen the job so developed that the gravel and commom materials could have been worked all winter. We sat out some beautiful construction weather that winter.

We were down November and December of 1953, and January and February of 1954. The first of March of 1954 we started work again on a single shift. Not until May were enough structures out of our way to justify a double shift operation.

The first of these added costs is the Depreciation; interest on Investment; Storage, Incidentals and Equipment Overhead, Insurance; and Taxes on our capital investment in the equipment parked during these four months.

For the three D-8 tractors, new in 1947, these costs are $210.54 per month each.

For the two TD 24 tractors and the two HD 19 tractors, new in 1950, these costs are $768.97 per month each.

For the two D-8 tractors, new in 1952 and 1953, these costs are $594.48 per month each.

For the five DW 20's, new in 1952, these costs are $1,653.19 each.

For the three 80 scrapers, new in 1947, these costs are $206.04 per month each.

For the two No. 12 patrols, new in 1949 and 1951, these costs are $407.07 per month each.

The monthly cost to us of this equipment while idle is, therefore $14,594.67. For the four months period the total is $58,378.68.

This shutdown cost us our fixed overhead for the four month period. The equipment overhead is included in the figure given above. However, our job overhead continued while we stood by waiting for a chance to resume work. The part of this overhead which can only be charged here is this:

	Payroll	Invoices	
Superintendent	$ 2,160.00	$ 497.12	
Engineering	1,406.70	156.59	
Office	1,804.00	488.42	
	$ 5,370.70	$ 1,142.13	$ 6,512.83
6.4% Payroll taxes and insurance			343.72
			$ 6,856.55

The sum of the items involved, the equipment costs of $58,378.68, and the overhead costs of $6,856.55, total $65,235.23. We believe this sum to be a just and equitable adjustment, entirely in line with the extent of the delays encountered by us on this job.

Very trly yours,

GIBBONS & REED CO.

A. V. Toolson
District Manager

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

6855 N.E. Halsey St., Portland 13, Ore.
March 10, 1953

26-1024
SUBJECT: 92nd Ave. O'xing
Construction delay

To:

Mr. G. S. Paxson
Bridge Engineer, O.S.H.C.,
Salem, Oregon.

Attention: Mr. P.M. Stepherson

Dear Sir:

Mr. P. M. Stephenson called to-day, stating that conversations with Mr. F. T. Young yesterday indicated that the site of the 92nd Ave. O'pass should not be available to United Builders, Inc. for a period of a week or ten days. During this intervening period Gibbons & Reed, grading contractors, will bring up the highway grade at the bridge ends excepting the corner fills that would interfere with the construction of wing walls #1 and #2. During this period they will also bring the lower roadway to grade. This proceadure should permit United Builders at that time to carry on an uninterupted construction schedule.

Mr. Taggert of United Builders was then called to relay this information. Mr. Taggert, however, stated that he had conferred with Gibbons & Reed this past week. He had been assured by them, Friday March 6th, that they, United Builders, could carry on their pile driver work due to Gibbons & Reed's expected inability to get on the site in the near future. Mr. Taggert further informed me that arrangements had been made with their material supplier to deliver the creosoted piling to the bridge site at 9:30 A.M., to-day, March 10th. He also had arrangements under way for a crane to arrive at the bridge site to drive piling tomorrow, March 11th.

Upon further discussion of these facts with Mr. Barbee and Mr. Young, Mr. Taggert was called and requested to hold his operations until further notice. This notice to be given as soon as the site is available for his construction purposes.

Yours very truly,

NOTED
STEPHENSON

J.T. Skelton

J.T. Skelton, Res. Br. Engr.

RECEIVED
MAR 11 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

c.c. Mr. A. G. Skelton
United Builders, Inc.
Mr. F. T. Young
Mr. D. J. Barbee

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JAN 6 - 1955
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5502

Salem, Oregon
January 3, 1955

Contract No. 3878
Ceraghino Overcrossing

Mr. P. M. Stephenson

Please proceed with the matter of improving drainage conditions caused by downspouts at the Ceraghino Overcrossing. You estimate the cost at approximately $400, which should be covered by State Force Order on Contract Project.

W. C. Williams

WCW:ms

cc Mr. G. S. Paxson
Mr. A. G. Skelton
Mr. C. H. Enfield

FORM 2-50 25M 9-51 92315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 28, 1954

SUBJECT:

To:

Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to the claim of Mr. Dan Schmidt in regard to the alleged damage to his property by drainage from the downspouts of the Cereghino Overcrossing on the T. H. Banfield Expressway.

An inspection of the site was made on November 24, 1954, by Mr. L. R. Allen, Mr. James Don, and Mr. J. T. Skelton. The consensus of their opinion was that, while ten downspouts lead water from the overcrossing to Mr. Schmidt's property, there was no evidence of any damage and that no work was necessary at that time.

On December 23, 1954, Mr. Allen, Mr. Skelton and I met with Mr. Dan Schmidt and made an inspection of the drainage situation. It was raining at that time, and we had a good opportunity to observe the effects of the water flowing from the downspouts. At this inspection, no visible damage to Mr. Schmidt's property could be seen. However, water was flowing across the property in several small channels which no doubt will eventually cause erosion. Also, there is a ponding effect caused by the contour of the ground which concentrates the water and allows it to subirrigate a section of the field. This saturated condition of the ground will prevent the farming of this section of the field until later than it normally could be worked.

I believe we have a definite obligation to attempt to prevent any anticipated erosion and to prevent the ponding of the water which causes the saturated condition in this field. Probably, this water can be diverted to the gravel layer which lies about eight feet underground by means of a cutoff trench or by dry wells. It is estimated that this would cost not to exceed $400. I am recommending that this work should be done.

Very truly yours,

P. M. Stephenson

P. M. Stephenson
Asst. Bridge Engineer

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DEC 29 1954
OFFICE OF
STATE HIGHWAY ENGINEER

PMS/ds

FORM E-30X 37½ 2-54 79730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 26, 1954

SUBJECT: Cereghino Overcrossing
Contract No. 3878

To:
Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

Reference is made to Mr. Robert L. May's letter of November 8, 1954, and Mr. Dan Schmidt's letter of October 28, 1954.

Twelve drains on the above structure are located north of the Union Pacific Railroad tracks. Two of these (catch basins at bent 7, eastbound structure) discharge between the highway fill and the railroad and flow east to the natural drainage channel entirely clear of Mr. Schmidt's property. The drainage from the remaining ten follows the natural drainage north through Mr. Schmidt's property.

Mr. L. R. Allen, Resident Bridge Engineer, Mr. James Don, Resident Construction Engineer, and I viewed this situation on November 24, 1954. At present, there is no evidence of wash. My opinion is that the drainage is no greater than prior to the bridge construction and that it follows the same natural drainage channels as before our bridge construction.

The drainage from four of the downspouts could be led to the natural drainage channel toward the east by constructing a ditch approximately three feet deep, parallel to and eighteen feet from the center line of the Union Pacific Railroad tracks. This procedure would need the concurrence of the railroad company.

The construction of a cased, dry well on our right of way, with necessary ditching to intercept drainage from all ten drains, probably would not exceed $350.00. The depth to underlying gravel would be eight to ten feet. This would be a diversion of existing natural drainage that might produce other liabilities. In a period of years, such a well would plug.

I believe that at the present the State Highway Department has no liability and would recommend that no action be taken to change the existing drainage.

Very truly yours,

Joe T. Skelton

Joe T. Skelton
Bridge Construction Engineer

JTS/ds

ASSIGNMENT

Date: November 15, 1954 No. 5302 By wcw

Description: Letter from Robt. L. May, Jr., 11-8-54, enclosing copy of letter from Dan Schmidt, Rt. 2, Box 390, Troutdale, Ore., 10-28-54, re damage to his fruit trees, also erosion caused by construction of Cereghino Overcrossing, Contract No. 3878. ✓ Paxson

Acknowledged by_____ Referred to______________

XXX Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

PLEASE RETURN TO
W. C. WILLIAMS

Remarks:

Executed 12-30-54 Report Received__________

FORM E-30 25M 9-51 62315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 8, 1954

SUBJECT: State Highway Contract No. 3878

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

In connection with the construction of the Cereghino Overcrossing under State Highway Contract No. 3878 a claim has been submitted by Mr. Daniel P. Schmidt, of Troutdale, Oregon, for the destruction of flowering peach and plum trees allegedly destroyed by waste water pumped from the area of construction.

We are now in receipt of a letter from Mr. Schmidt in which he advises that in addition to the damage already caused his trees, the drainage situation existing at the Cereghino Overcrossing is such that severe damage from erosion is likely to result.

I am enclosing herewith a copy of Mr. Schmidt's letter and it will be appreciated if you will investigate the matter in order to determine if a solution to the problem may be found.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L. May
ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh

RECEIVED
NOV 9 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV

Dan Schmidt
Rt. 2, Box 390
Troutdale, Oregon.

Oct. 28,1954

C. W. Parker
Oregon State Highway Com.
Salem, Oregon.

Dear Mr. Parker:

I am very sorry to report that the drainage problem has not been taken care of on the Cereghino crossing. There are about seven or eight-six inch down-spouts from the two crossings emptying right dowm below the bridge. Then draining right down the middle of my field of trees. This washing has already been pretty noticable.

The other day two fellows from the Soil Conservation Bureau were here. We went over and looked the situation over. They agreed with my way of thinking that if something was'nt done about this situation this fall before the heavy fall rains start that there will be considerable damage to my field.

Who ever informed you that the drainage was taken care of by running the water from the crossings to the RailRaod drain ditch was terribly mistaken or had another crossing in mind. They did do considerable work in taking care of the drainage problem over on Rockwood Road or 181st Street.

Mr. Parker I don't like to bother you with all my troubles but don't you think they should have provided for thisin laying out of the project. Or at least provided t to take care of this problem because it is more than just natural drainage. Thosestwo bridges are just like a catch basin and the flow of the water goes right down thru my field.

By the way for your information I hav'nt heard from Halverson or there insurity company as to date.

Yours very truly,

Dan Schmidt

NOTED
C. W. PARKER

NOTED
E. F. Chidsey

NOTED
R. L. PORTER

RECEIVED
FOR FILING
UI - 323 (4)
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 10, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3878	11-Final	Carl M. Halvorsen, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25283	B-110448	$ 24,499.78	12/10/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: April 30, 1954

Time Extensions: to Sep. 1, 1954 without penalty

Completion Date: Aug. 20, 1954

Date Accepted: Sep. 23, 1954

Penalties: None of record

Claims: A claim for nursery stock damage is of record in sum of $705.50

Remarks:

Mr. Enfield authorized release of final payment as claim filed is not for labor nor materials.

Date: 12-14-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: DEC 14
Ruth Rawlings

RECEIVED
FOR FILING

UI-323(4)

FORM E-123 90M REVISED 2-5

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Dec. 14, 1954

NOTED
W. C. WILLIAMS

Maguire, Shields, Morrison & Bailey
Attorneys at Law
723 Pittock Block
Portland 5, Oregon

Attention: Mr. Randall B. Kester

Re: State Highway Contract
No. 3878
Ceregnino Overcrossing
Claim of Daniel P. Schmidt

Dear Mr. Kester:

This is to acknowledge receipt of your letter of December 11, 1954.

An investigation by this office does not disclose any responsibility of the Oregon State Highway Department for the damages which you allege. Your claim must therefore be denied.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By
O. E. McADAMS, JR.
Assistant Attorney

OEMcA:FRC

cc- Mr. R. H. Baldock
Mr. W. C. Williams
Mr. H. B. Glaisyer
Mr. G. S. Paxson

RECEIVED
NOV 20 1954
FOR FILING

(4)

Salem, Oregon
November 18, 1954

REFERRED TO
mrs Lewis
BY SECRETARY

noted on card

C. H. Maison
Chief Auditor

NOTED
FLOYD QUERY

Dear Mr. Maison:

I am in receipt of a memorandum from Mr. C. W. Enfield, Chief Counsel, regarding payment of the final estimate due Carl M. Halvorson, Inc. in connection with State Highway Contract No. 7878 for construction of the Cereghino Overcrossing on the T. H. Banfield Expressway. The memorandum concerns the claim of Daniel P. Schmidt against the contractor for damages to nursery stock in the amount of $705.50. You previously were requested to withhold payment of the final estimate until this claim had been satisfied and you were informed to that effect.

It now appears that there is a question as to the legality of the claim, and Mr. Enfield has recommended that final payment not be withheld pending satisfaction of it. The job was accepted by the State Highway Commission on September 23, 1954, so the State Highway Department is liable for payment of 6% interest on the final amount until the final warrant has been released. There are no other claims on record in this office against this job. Accordingly, you are at liberty to release all monies now due Carl M. Halvorson, Inc. in connection with this work as soon as warrants have been received from the Secretary of State.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. Query

NOTED ON CARD
[illegible]

W B Glasgow

FORM E-20X 37½ 3-54 78736

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 15, 1954

SUBJECT: State Highway Contract No. 3878

To: Memorandum to file

Mr. Carl Halvorson, of Carl M. Halvorson, Inc., called me on November 15, 1954, concerning the claim made by Mr. Schmidt against the contractor for damages allegedly done to shrubs or trees owned by Mr. Schmidt, resulting from the operations of the contractor under the above contract.

Mr. Halvorson advised that they have made a complete investigation of the matter, and in their opinion there is no liability whatsoever on the contractor, for as far as they can determine, no actions of the contractor resulted in any damage suffered by Mr. Schmidt.

Mr. Halvorson stated that the original contention, which was not embodied in any formal claim to the contractor or his insurance company, was based upon the alleged pumping of water from holes dug for footings for the overcrossing structure, which water contained oil, and which resulted in the loss of shrubs or trees in the area upon which this oily water was pumped. Mr. Halvorson advised that Mr. Schmidt apparently later abandoned this theory of the claim, for there were no instances when oily water was pumped upon the Schmidt property, and that his claim now consists of a demand for loss of trees or shrubs allegedly resulting from the acts of the contractor in pumping water from the holes dug for the footings of the overcrossing structure, which water allegedly contained chemicals that were harmful to the plants.

Mr. Halvorson advises that no water was pumped onto the area of Mr. Schmidt's nursery where the plants that ultimately died were located, but that at least ninety per cent of the water was pumped onto an adjoining alfalfa field without any damage resulting to the alfalfa.

Mr. Halvorson further advised that the water has been tested and found to contain no chemicals, and, in fact, the contractor subsequently used this same water for work on the job and for drinking purposes.

Mr. Halvorson offered to send to us for our files a copy of the insurance report, and I advised him that I would be very glad to receive

FILED TO [illegible]
DATE [illegible]

the same. I also informed Mr. Halvorson that in light of the nature of this claim, inasmuch as it was for damages rather than being a claim for material or labor furnished the contractor on this job, that I would recommend to the Secretary that payment not be withheld pending the ultimate conclusion of this matter.

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. L. May
C. W. Parker
H. B. Glaisyer

11-15-54-gl

RECEIVED
NOV 15 1954
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

November 8, 1954

Carl M. Halvorson, Inc.
218 Builders Exchange Building
Portland, Oregon

Re: State Highway Contract No. 3878

Gentlemen:

On October 15, 1954, we wrote to you in regard to the claim which had been made by Mr. Daniel P. Schmidt for damages caused certain flowering peach and plum trees as the result of your operations in connection with the above contract. We advised you in that letter that final payment on the contract would be withheld until appropriate action was taken in order to release the State from the claim.

We will appreciate your early advice as to any action which has been taken in regard to the matter so that we may make final payment on the contract and close our records.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

ROBERT L. MAY, JR.
Assistant Counsel

NOTED
H. B. GLAISYER

RLM:avh
cc - Daniel P. Schmidt
H. B. Glaisyer

NOTED
FLOYD QUERY

RECEIVED
NOV 5 1954
FOR FILING

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3878

FORM E-123 90M REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

November 4, 1954

Carl M. Halvorson, Inc.
218 Builders Exchange Building
Portland, Oregon

Re: State Highway Contract No. 3878

Gentlemen:

On October 15, 1954, we wrote to you in regard to the claim which had been made by Mr. Daniel P. Schmidt for damages caused certain flowering peach and plum trees as the result of your operations in connection with the above contract. We advised you in that letter that final payment on the contract would be withheld until appropriate action was taken in order to release the State from the claim.

We will appreciate your early advice as to any action which has been taken in regard to the matter so that we may make final payment on the contract and close our records.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
cc - Daniel P. Schmidt
H. B. Glaisyer

[illegible]
H. B. GLAISYER

FORM E-123 8OM REVISED 2-52

RECEIVED
NOV 5 1954
FOR FILING

323 (4)

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

November 4, 1954

Mr. Daniel P. Schmidt
Route 2, Box 890
Troutdale, Oregon

Re: State Highway Contract No. 3878

Dear Mr. Schmidt:

By letter dated October 13, 1954, you submitted a claim in the amount of $705.50 for damages caused your property in connection with the construction of the Ceraghino Overcrossing under Contract No. 3878.

We have requested that Carl M. Halvorson, Inc., the contractor under that contract, take appropriate action toward settling the claim. We will sincerely appreciate your advice as to whether a settlement has been reached or if negotiations are underway.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
cc - H. B. Glaisyer

NOTED
H. B. GLAISYER

Files

Lewis

RECEIVED
OCT 25 1954
FOR FILING

[illegible] (4)

[illegible]

October 21, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of October 20th to which was attached three copies of a claim filed with your office by Dan Schmidt against Carl Mr. Halvorson, Inc., for nursery stock destroyed in construction of the Ceraghino Overcrossing, State Highway Contract No. 3878, your file No. 3465. The claim is in the amount of $705.50.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD
10-21-54 g

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Oct. 20, 1954

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a notice of claim from Dan Schmidt in the sum of $705.50 against the bond taken from Halverson Construction Co. Principal, and Travelers Indemnity Company, Surety, for killing young nursery stock because of the work of constructing the Cereghino overcrossing, State Highway Contract No. 3878, our file No. 3465.

We are enclosing three copies of the claim for your information and files.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Clerk
Records Division

NF:M
Enc.

RECEIVED
OCT 21 1954
OREGON
STATE HIGHWAY COMMISSION

10-20-54 gl

RECEIVED
OCT 25 1954
FOR FILING

UI-323 (11)
3848

Lewis

October 21, 1954

Travelers Indemnity Company
700 Main Street
Hartford 15, Connecticut

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Dan Schmidt, Route 2, Box 390, Troutdale, against Carl M. Halvorson, Inc., in the sum of $705.50. The claim is for nursery stock destroyed in constructing the Gereghino Overcrossing on the T. H. Banfield Expressway in Multnomah County.

This information is furnished as your company appears as surety on the performance bond furnished with the contract described.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:mdm
Attach.

cc - G. A. Tomassene & Sons
614 Wilcox Building
Portland, Oregon

Carl M. Halvorson, Inc.
218 Builders Exchange Building
Portland, Oregon

NOTED ON CARD
10-21-54

SCHMIDT BROS. NURSERY
RT. 2, BOX 390
TROUTDALE, OREGON.

Oct. 18,1954

Earl T. Newbry
Sec. of State
Salem,Oregon.

Dear Mr. Newbry:

Carl M. Halverson general contractor has had a construction job with the State Highway Department on the T. H. Banfield Expressway in Multnomah County. The work has been the construction of the Cerghino overcrossing, State Highway Contract No. 3878. During the course of the construction they pumped the liquids from the holes they dug for the foundation washing down across my property. Killing young nursery stock amounting to $705.50. A formal claim has been made to Carl M. Halverson and to the Travelers Indemnity Company who are the surety on the bond furnished by Halverson in connection with this job. This notice is given to you to protect our claim against the State of Oregon, Halverson Construction Co. and assurity.

Yours very truly,

Dan Schmidt

DAN SCHMIDT

ENDORSED
File No.3465
Filed October 20, 1954
EARL T. NEWBRY, Secretary of State

SCHMIDT BROS. NURSERY
Rt.2, Box 390
Troutdale, Ore.

Oct. 18,1954

Earl T. Newbry
Sec. of State
Salem, Oregon.

Dear Mr. Newbry:

Carl M. Halverson general contractor has had a construction job with the State Highway Department on the T. H. Banfield Expressway in Multnomah County. The work has been the construction of the Cereghino overcrossing, State Highway Contract No. 3878. During the course of the construction they pumped the liquids from the holes they dug for the foundation washing down across my property, killing young nursery stock amounting to $70[illegible].50. A formal claim has been made to Carl M. Halverson and to the Travelers Indemnity Company who are the surety on the bond furnished by Halverson in connection with this job. This notice is given to you to protect our claim against the State Of Oregon, Halverson Construction Co. and Security.

Yours very truly,

Dan Schmidt
Dan Schmidt

NOTED
H. B. GLAISYER

H. B. Glaisyer Sec. of State Highway Commission.
Inclosing you one copy for your information.

REFERRED TO
BY SECRETARY

RECEIVED
OCT 20 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 28 1954
FOR FILING

NI - 925
INDEMNITY DEPARTMENT
FIDELITY AND SURETY DIVISION
3878
JAMES C. SMITH, Secretary

The Travelers
The Travelers Indemnity Company

BLAIR J. WORMER, Assistant Secretary
RICHARD W. KAMMANN, Assistant Secretary

October 19, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

State Highway Contract No. 3878
Cereghino Overcrossing
Multnomah County
Contractor: Carl M. Halvorson, Inc.

Thank you for your letter of October 12 stating that this contract was completed on August 20 and formally accepted by the Highway Commission on September 23, 1954.

You also state that there has been a claim filed against this project by Schmidt Bros. Nursery of Portland claiming damages to property. We have referred this correspondence to the contractor for such action as they may deem appropriate.

Yours very truly

G M Douglass
G. M. Douglass
Assistant Secretary

GMD:AM

10-19-54

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OCT 25 1954
OREGON
STATE HIGHWAY COMMISSION

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FORM E-123 50M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 15, 1954

Mr. Daniel F. Schmidt
Route 2, Box 390
Troutdale, Oregon

NOTED
M. K. McIVER

Dear Mr. Schmidt:

This is to acknowledge receipt of your letter of October 13, 1954, in which you make claim for the sum of $705.50 for damages allegedly caused certain peach and plum trees on your property in connection with the construction of the Ceraghino Overcrossing.

We note that your claim is addressed to Carl M. Halverson, Inc., the State's contractor for this project. Our investigation of the matter indicates that the liability, if any, rests upon Carl M. Halverson, Inc. We anticipate that the contractor will contact you at an early date and make necessary arrangements for the settlement of this claim.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
cc - Carl M. Halvorson, Inc.
H. B. Glaisyer

REFERRED TO
BY SECRETARY

NOTED
FLOYD QUERY

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FORM E-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 15, 1954

Carl M. Halvorson, Inc.
218 Builders Exchange Building
Portland, Oregon

NOTED

Gentlemen:

We have this date received a letter from Mr. Daniel P. Schmidt addressed to your company and to the Oregon State Highway Commission, and making claim for $705.50, representing damages allegedly caused in connection with the construction of the Cereghino Overcrossing under State Highway Contract No. 3878. We attach hereto a copy of that letter, together with a copy of our reply to the same. As is set forth in our reply to Mr. Schmidt, our investigation reveals that liability for this damage rests upon your company. Under the terms of your contract with the State, the contractor is responsible for all damages to property resulting from the carrying out of the work to be done under the contract, and is specifically made liable for any claims made on account of the deposit of debris of any kind upon private property. The contract further provides that no partial or final payment may be made to the contractor so long as any claim or lien is filed or prosecuted against the State, the State Highway Commission, or its officers.

In accordance with the above contractual provisions, this is to advise that the final payment under State Highway Contract No. 3878 must be withheld until such time as the above claim is settled or an appropriate agreement reached releasing the State from any part of said claim.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
cc - H. B. Glaisyer

REFERRED TO
BY SECRETARY

[illegible]

NOTED ON CARD
10-15-54 gl

NOTED
FLOYD QUERY

RECEIVED
OCT 20 1954
FOR FILING
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5336

Salem, Oregon
October 15, 1954

Mr. C. W. Enfield

Reference is made to your letter of September 23 concerning a claim of Dan Schmidt, of Schmidt Bros. Nursery, for damage to nursery stock as a result of the state contractor's operation.

Investigation has been made, and it has been determined that the contractor did pump water from foundation excavation, which water overflowed land leased by Mr. Schmidt and caused some damage to his nursery stock.

Mr. Schmidt was contacted and informed as to the proper procedure required to file a claim against the contractor. The contractor is Carl M. Halvorson Company, and Mr. Glaisyer has informed the contractor that his final estimate is being held pending disposition of the claim for the alleged damages.

W. C. Williams

WCW:me

FORM E-30X 37½ 9-54 73730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 13, 1954

SUBJECT:

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith I am returning the correspondence in regard to the alleged damage caused by our bridge contractor, Carl M. Halvorson, to the property of Mr. Dan Schmidt.

Investigation indicates that water pumped during foundation excavation for the Cereghino Overcrossing overflowed the land leased by Mr. Schmidt and caused some damage to his nursery stock.

Mr. Schmidt was contacted and informed as to the proper procedure required in order to file a claim against the contractor.

Mr. Glaisyer has informed the contractor that his final estimate is being held pending disposition of the claim for the alleged damages.

Very truly yours,

P. M. Stephenson

P. M. Stephenson
Asst. Bridge Engineer

PMS/ds
Attached

NOTED
G. S. PAXSON

ASSIGNMENT

Date: September 27, 1954 No. 5036 By wcw

Description: Letter of September 23 by Mr. Enfield enclosing a copy of a letter from Dan Schmidt, of Schmidt Bros. Nursery, Troutdale, concerning damages allegedly caused to nursery stock because of contractor's pumping contaminated water on property. CWE letter of 9-23 to Schmidt

Acknowledged by____ Referred to Paxson ✓ attch.

X Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

Remarks:

RECEIVED
SEP 28 1954
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

PLEASE RETURN TO
WILLIAMS

Executed 10-14-54 Report Received__________

FORM E-30 25M 9-51 52316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23, 1954

PLEASE RETURN TO
W. C. WILLIAMS

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Enclosed herewith is a copy of a letter from Mr. Dan Schmidt of Schmidt Bros. Nursery, 184th and Sandy Blvd., Troutdale, Oregon, concerning damages allegedly caused to Mr. Schmidt's nursery stock and trees resulting from the State's contractor pumping contaminated water upon Mr. Schmidt's property in connection with construction of a bridge for the Highway Department.

I will appreciate your causing to be made whatever investigation you deem necessary to ascertain the facts concerning this matter and advise me of your findings and recommendations so that we may give consideration to Mr. Schmidt's claim. It appears from Mr. Schmidt's letter that the damage suffered may be a responsibility of the contractor; however, it seems that Mr. Schmidt has been "bounced" back and forth between the contractor's representatives and representatives of the Highway Department and it may be that something can be resolved so that the parties actually responsible, whether it be the contractor or the Highway Department, properly discharge their responsibility.

Yours very truly,

C. W. Enfield a.j.

C. W. ENFIELD
Chief Counsel

CWE:aj
cc - Robert L. May, Jr.
C. W. Parker
Enc.

RECEIVED
SEP 28 1954
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

[illegible] 1954

Copy

Clifford Enfield
Chief Council
Ore. State Hi-Way Dept.
Salem, Oregon.

Dear Mr. Enfield:

My place is east of Portland and east of 182nd on Sand Blvd. I lease a twelve acre field east of my place from Cerighino. Above my field has been a crossing or a bridge constructed over the railroad.

Last winter when the contractors started building the bridge dug some deep holesto put in the footings for the pillars supporting the bridge. This location beingwet and the holes deep in the ground they pumped water out and down across my field where I have trees planted. Evidently there must have been some kind of chemical or what it looked to me was oil in the water. It did not do any damage where it run across the field but down in the field where the water stood or settled, several hundred trees did not force out or grow. They just died.

I do not think it is up to me to take this loss myself. It may seem late in writting you about this but I started first contacting the road building forman. He in turn told me to see the bridge forman. That he would himself send him out to see me. After waiting for some time he never showed up. Then I called the State Hi-Way Dept. office here in Portland. They said they would send a man out. Nobody ever showed up of coarce I realize they were probably busy. So then my wife stopped in the office of the State Hi-Way Bridge Dept. In a few days Mr. L. R. Allen of the Dept. came out and we looked over the damage. He agreed that it should not be up to me to take this loss. So he said to contact the bridge contractor again and see what they would do. They never as much as sent a man out. So you can see I was getting nowhere. The other day Jeff Holbrook a fellow which I have known the last few years stopped in at my Nursery to order a few trees. So I asked him knowing he has worked with you people and he told me to contact you. I don't want to appear just to be a trouble maker after all I have a buisiness here and I want to get along with everybody. We gave the bridge contractors the use of our road up thou our field to there bridge building which saved them several miles, to get to their project. THE ROAD CONTRACTOR in putting in their fill for the crossing on the east end of the bridge when dumping the firt large boulders rolled down into our field quite a distance from the fill and a couple of my employees spent a couple day getting these rock out of the field.

Hope this explains and gives you a picture of what happened. I don't think I am asking for a whole lot just enough to cover the loss of these trees which amounts to 830 flowering peach and plum at 85 cents per tree amounting to $705.50, which is the wholesale prices.

I also would like to mention the fact that this damage that has been conflected may hamper the growth of my crops in the future.

Yours truly,

(Sgd.) Dan Schmidt

SCHMIDT BROS NURSERY
184th & Sandy Blvd.
RT. 2 Box 141
Troutdale, Oregon

RECEIVED
SEP 28 1954
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

FORM E-123 50M REVISED 3-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

W.C. Williams

September 23, 1954

Mr. Dan Schmidt
c/o Schmidt Brothers Nursery
184th and Sandy Blvd.,
Route 2, Box 141
Troutdale, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Schmidt:

This will acknowledge receipt of your recent letter concerning damages suffered by your nursery stock and trees allegedly resulting from acts of the State's contractor in pumping water upon your property in connection with the construction of a highway structure by the contractor.

I have this date asked Mr. W. C. Williams, Deputy State Highway Engineer to make whatever investigation is necessary to determine the facts surrounding this matter, and advise me of his findings so that we may intelligently consider your claim. As soon as we have received this information from the Engineering Department, I shall again contact you regarding this matter.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:aj
cc ✓W. C. Williams
C. W. Parker

RECEIVED
SEP 28 1954
HIGHWAY COMMISSION

RECEIVED
OCT 14 1954
FOR FILING

October 13, 1954

Travelers Indemnity Company
C. A. Tomasseno & Sons, Agent
614 Wilcox Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is in receipt of a letter from Mr. Daniel P. Schmidt, whose address is Route 2, Box 590, Troutdale, Oregon, in which Mr. Schmidt advises that he has a claim against Carl M. Halvorson, Inc. for damage to his property which occurred during the performance of the contract awarded to Carl M. Halvorson, Inc. by the State Highway Commission for construction of the Cereghino Overcrossing on the T. H. Banfield Expressway in Multnomah County, State Highway Contract No. 5878. The claim is in the amount of $705.50 which represents the value of 850 flowering peach and plum trees which were destroyed during the construction of the footings for the above mentioned overcrossing.

This information is given you since the Travelers Indemnity Company is surety on the bond furnished by Carl M. Halvorson, Inc. in connection with the above mentioned project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: Travelers Indemnity Co.
700 Main Street
Hartford 15, Connecticut

Carl M. Halvorson, Inc.
218 Builders Exchange Building
Portland, Oregon

REFERRED TO
Mrs Lewis
BY SECRETARY

note on card

NOTED ON CARD
10-13-54

October 13, 1954

Mr. Daniel P. Schmidt
Route 2, Box 340
Troutdale, Oregon

Dear Mr. Schmidt:

This is to acknowledge receipt of your letter of October 13, 1954, directed to Carl M. Halvorson, Inc., and the Oregon State Highway Commission jointly, in which you advise of your claim in the amount of $705.50 representing damage to your property by reason of the construction operations of Carl M. Halvorson, Inc. in the construction of the Cereghino Overcrossing on the T. H. Banfield Expressway, Multnomah County, State Highway Contract No. 3878.

I am making note of your claim in the Highway Commission's record of this job, and in conformity with the usual practice I am today bringing the claim to the attention of the Travelers Indemnity Company, surety on the bond furnished by Carl M. Halvorson, Inc. in connection with this job. The surety's representative is C. A. Tomassene & Sons, 614 Wilcox Building, Portland 4, Oregon.

To further protect your claim against the contractor's bond, I would suggest that you file a formal notice of it with the Secretary of State in conformity with the provisions of the Oregon statutes covering such matters, a mimeographed copy of which I enclose for your ready reference. By filing your claim with the Secretary of State you have a longer period of time than six months from acceptance of the project by the Highway Commission within which to pursue your claim against the contractor through the courts.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Encl.

[illegible]

10-13-54

Route 2, Box 390
Troutdale, Oregon
October 13, 1954

Carl M. Halvorson, Inc.
218 Builders Exchange Building
Portland, Oregon

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Gentlemen:

I am the lessee of a parcel of property located on Sandy Boulevard immediately east of 182nd Street near Portland. I maintain and operate a nursery on this property and grow flowering peach and plum trees on the same.

During the winter of 1953, construction of the Ceraghino Overcrossing was commenced by Carl M. Halvorson, Inc., operating under State Highway Contract No. 3878. During the course of construction Carl M. Halvorson, Inc., found it necessary to pump water out of holes dug for the footings of the overcrossing structure. The water evidently contained a chemical. The water was pumped upon and across my property and destroyed 830 flowering peach and plum trees. These trees are valued at eighty-five cents per tree, making a total of $705.50.

This letter is for the purpose of making formal claim for the sum of $705.50 by reason of the above damage. I will anticipate receiving payment in that amount at an early date.

Yours very truly,

Dan Schmidt

Daniel P. Schmidt

Rec'd 10/15/54
[illegible]

ACKNOWLEDGE
H. B. GLAISYER

LETTER TO Surety
DATE 10/13/54

RECEIVED
OCT 13 1954
FOR FILING

October 12, 1954

Travelers Indemnity Co.
700 Main Street
Hartford 15, Connecticut

Attention: Fidelity & Surety Department

Gentlemen:

State Highway Contract No. 3878 for construction of Ceregnino Overcrossing on the T. H. Banfield Expressway in Multnomah County was completed by the contractor, Carl M. Halvorson, Inc., on August 20 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $24,499.78 will be released to the contractor on or after October 22, 1954, providing outstanding claim has been satisfied and this office advised. The total contract amount is $224,670.52, of which amount $824.96 represents force account items.

There is a claim filed against this project by Schmidt Bros. Nursery of Portland for damages to their property.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland, Oregon

NOTED ON CARD
10-12-54

p

UI-323 (4)

3878

October [illegible], 1954

Earl W. Halvorson, Inc.
215 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 23 had under discussion your request for an extension of time, from May 31 to September 1, 1954 within which to complete your contract No. 3878 for constructing Cereghino Overcrossing on the T. H. Banfield Expressway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: [illegible] C. Skelton,
Division Engineer

[illegible] Allen,
Resident Engineer

[illegible] Baxson,
Assistant State Highway Engineer

RECEIVED
SEP 22 1954
FOR FILING

September 16, 1954

Request for extension of time
No. 14
September 23 and 24 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Cereghino Overcrossing
Contract No. 3378

Carl M. Halvorson, Inc., contractor on the Cereghino Overcrossing on the T. H. Banfield Expressway in Multnomah County, has requested a second extension of time from May 31, 1954, to September 1, 1954, in which to complete this contract.

The contract included the removal of the Cereghino Haul Road Structure. This portion of the contract could not be done until the use of the haul road structure by the grading contractor was completed. The grading contractor was not through using the haul road structure until the last part of July. The bridge contractor then resumed work and removed this structure.

The first extension was granted to this contractor under penalty; however, we feel that the time requested in this second extension was made necessary by the failure of the grading contractor to complete his work, and it is not the responsibility of the bridge contractor. Therefore, it is recommended that the second extension, covering the period from May 31, 1954, to September 1, 1954, be granted without penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

FMS/ds

Attached

RECEIVED
JUL 1 1954
FOR FILING

[illegible]

June 30, 1954

Carl M. Halvorson, Inc.
218 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on June 23 had under discussion your request for an extension of time, from April 30 to May 31, 1954, within which to complete your contract No. 3878 for constructing Coreghino Overcrossing on the T.H. Banfield Expressway in Multnomah County.

The Highway Commission granted your request with the provision that all engineering costs incurred from April 30, 1954 to May 31, 1954 be assessed as penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: [illegible] Kelton,
Division Engineer

L. F. Allen,
Resident Engineer

G. [illegible] Paxson,
Assistant State Highway Engineer

RECEIVED
MAY 20 1954
FOR FILING

[illegible]

[illegible]

May 19, 1954

Request for extension of time
No. 3
June 23 and 24 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Cereghino Overcrossing
Contract No. 3078

Carl M. Halverson, contractor for the construction of the Cereghino Overcrossing, has requested an extension of time from April 30, 1954, to May 31, 1954.

All work has now been completed on this contract with the exception of approximately 25 percent of the handrails, concrete finishing, and removal of the Cereghino haul road structure. The contractor stopped all work on December 11, 1953, and did not resume operations until February [illegible], 1954. It is our opinion that, if the contractor had worked during this period, he would have finished his work by the specified completion date.

It is recommended that this extension be granted subject to the usual penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this extension and penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMS/ds
Attached

RECEIVED
FOR FILING
UT - 323(4)
3075

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 21, 1953

RAILROAD COMPANIES
FILE No. 417

SUBJECT: Pux 60 - 20004
Cereghino Haul Road
Cereghino Overcrossing

To: Mr. W. C. Williams ✓
Mr. G. S. Paxson (6)
Mr. H. G. Smith (3)
Mr. A. G. Skelton (3)

Gentlemen:

Herewith I hand you multilithed copies of agreementswith Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company covering the Cereghino Haul Road and Cereghino Overcrossing on the T. H. Banfield Expressway in Multnomah County.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs.

NOTEL
W. C. WILLIAMS

RECEIVED
1953

RECEIVED
[illegible] 1953
FOR FILING

11-[illegible]
3878

March 31, 1953

Carl M. Halvorson, Inc.
218 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3878, which was awarded to you on February 26, 1953 by the ~~State~~ Highway Commission, for constructing Cereghino Overcrossing on the T.H. Banfield Expressway in Multnomah County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl
encl.

RECEIVED
MAY 21 1953
FOR FILING

3878

AGENDA
APR 3 1953

3C-1

February 26, 1953

Carl M. Halvorson, Inc.
218 Builders Exchange Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission on January 22nd accepted your proposal to construct twin reinforced concrete viaducts 406' 10" in length over the Union Pacific Railroad Company tracks on the T. H. Banfield Expressway west of Fairview in Multnomah County for the sum of $207,370.00, and on the same day awarded Contract No. 3878 to you subject to clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. W. H. Franzwa
Mr. H. G. Smith
Mr. S. H. Probert
Mr. G. S. Paxson
Mrs. Goldie Lewis

gcr confirmed

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	LETTER TELEGRAM ☐
VICTORY LETTER ☐	SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 26, 1953
1:15 p.m.

Carl M. Halvorson, Inc.
218 Builders Exchange Building
Portland 4, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Cereghino Overcrossing of the Union Pacific Railroad Company Tracks on T. H. Banfield Expressway in Multnomah County for which you submitted low bid on January 22. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

41-3[illegible]

February 26, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of February 20 and since the conditions stated in our January 6, 1953 letter authorizing advertising have now been satisfied, we hereby concur as of this date in award of Contract No. 3878 for Oregon Project UI-323(4), Cereghino Overcrossing on the 122nd Avenue-Arata Road Section (Structures) of the T. H. Banfield Expressway, to Carl M. Halvorson, Inc. of Portland, Oregon, low bidder in the amount of $207,370.00 at the January 22, 1953 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
FEB 27 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 25 1953
FOR FILING

UI-323(4)

3878

February 20, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 Highway Building
Salem, Oregon

Dear Sir:

Re: Cereghino Overcrossing
F. A. P. UI-323(4)

The State Highway Commission proposes to award the contract for construction of this project to Carl M. Halvorson, Inc. of Portland on the basis of their low bid in the amount of $207,370 submitted January 22, 1953. The award date for the contract is to be February 20, 1953. May we have your concurrence in this action.

Copies of PUC Order 30959, covering this project, were furnished you January 5, and plans bearing the approval of the Union Pacific Railroad Company were furnished you January 30.

At its meeting of February 18, the Highway Commission executed an agreement with the Union Pacific Railroad Company and forwarded same to the Union Pacific for their signature. The agreement was prepared by the Union Pacific, and we anticipate no great delay in their final signatures necessary to complete the agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

CAG:aa

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FOR FILING

FORM E-20X

[illegible]

3875

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 15, 1953

SUBJECT: Cereghino Overcrossing

To: Mr. J. W. DeSouza
Assistant Counsel
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith original and duplicate of the agreement covering the construction of the overcrossing of the Union Pacific Railroad known as the Cereghino Overcrossing east of Portland. I have gone over this agreement carefully and have the following comments to make:

On page 2 in Section 1, subsection (b) it is provided that we pay to the Union Pacific Railroad the sum of $750 for the easement across the railroad right of way. This is at the rate of approximately $225 per acre. Our construction does not in any way interfere with the railroad's use of their property, and it would seem that, while this is a small amount, it is an exorbitant rate to pay for the privilege of constructing an overcrossing which carries highway traffic over the railroad.

On page 4 in Section 4, subsection (a) it is provided that the railroad company may make any and all changes, alterations, or relocations which in their judgment may be or become necessary on account of the project. This wording leaves the matter wide open and should the railroad decide that they wanted to completely realign the road at this point, we might technically be committed to reimburse them for these costs. I do not think thay any such thing is in the mind of the railroad company officials, but it does seem that this provision is a little bit broad. In this same subsection it says reimbursement would include items reimbursable under G.A.M. 299, but it does not limit reimbursement to those items specified in this memorandum.

In Section 6 on page 7 is the indemnity provision which, I understand, is to be eliminated in accordance with your conference with Union Pacific officials.

Section 7 in subsection (c) contains the same objectionable wording covering property owned by the railroad company in the insurance provisions.

I would ask that you consider these comments and take such steps that are necessary to get the agreement in a form which we can accept. This project is advertised for the opening of bids at the Highway Commission meeting next week.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:cb
cc W. C. Williams
Enclosure

RECEIVED
[illegible] 3
FOR FILING

UI-323(4).

[illegible]

January 14, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Cereghino Overcrossing and
148th Avenue, Rockwood Road
and Birdsdale Avenue Structures,
F.A.P. No. UI-323(4)

Reference is made to your letter of January 12 concerning insurance provisions on the above-mentioned projects.

Controversy has existed for some time between the Union Pacific Railroad Company and the State regarding the type of insurance that should be furnished. The Union Pacific Company has insisted that the policy furnished them by the contractor should cover damage to their own property. This results in a type of insurance which very few companies are in a position to write and for which there is no standard premium rate. The insistence by the Railroad Company on this type of insurance has cost the State very considerable money over the last few years. The other railroad companies in the State do not require this particular type of insurance.

The matter is still being negotiated with the Railroad Company, and for this reason the specification to which you refer calls for the type of insurance which is accepted by the Southern Pacific Company and our contractor is to figure his bid on this basis.

If the Union Pacific Company refuses to accept this type of insurance and we are forced to provide the more costly insurance in order to get an agreement with the Railroad Company and get these projects underway, then the State will assume the cost of the additional premium and the item will be nonparticipating in so far as the Bureau of Public Roads is concerned.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson
J. W. DeSouza

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 12, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The special provisions for the Cereghino Overcrossing and those for the seven structures at N.E. 148th, N.E. 162nd, Rockwood Road and Birdsdale Road, Oregon Project UI-323(4), have as the final sentence under the heading "Insurance" a statement that the insurance "hereby" required does not include property of the railroad and telegraph companies. We believe the sentence might be construed as making the Contractor's Public Liability and Property Damage Liability Insurance and the Contractor's Protective Public Liability and Property Damage Liability Insurance inapplicable to railroad and telegraph company property. Since that might result in claims for extra compensation to cover such property, we are calling the matter to your attention so that a revision can be prepared before bids are opened, if you so desire.

Very truly yours,

C. G. POLK
District Engineer

By
A.F.Bester
A. F. BESTER
Highway Engineer

NOTED
W. C. WILLIAMS

Mr. Williams:—

This is the
spec. they are questioning

A.A.P.

The term "persons" as herein used shall include passengers of the railroad company, employees of the railroad company, and employees of the telegraph company, as well as other persons, and the term "property" as herein used shall include property in the custody of the railroad company, as well as other property. It is to be noted that the insurance hereby required does not include property of the railroad company and property of the telegraph company. In the event that policies are required including such properties, the State Highway Commission will reimburse the contractor to the extent of the additional premium required over and above the premium required for the insurance hereinabove provided for.

Scheduling and Coordinating Activities:

A contract for the grading of the main roadbed of the 92nd Avenue-Fairview Unit of the T. H. Banfield Expressway has been awarded to Gibbons and Reed Company of Salt Lake City, Utah. Gibbons and Reed Company men and equipment will be working on the project in the vicinity of the structure sites during the period of this contract.

Excess material from roadbed excavation, to be deposited in the embankment near the east end of the proposed Cereghino Overcrossing, shall be hauled over the Cereghino Haul Road Bridge which will cross the Union Pacific Railroad Company tracks just east of the Cereghino Overcrossing. Gibbons and Reed Company will also use the haul road bridge for transporting material over the railroad tracks.

It is expected but not guaranteed that the haul road bridge will be completed and the fill placed at each end by May 31, 1953.

It will be necessary to complete construction of the railroad structures at 148th Avenue and Birdsdale Road and get the railroad traffic routed over those structures before the excavation can be made for the highway grade separation structures at these locations. At rockwood Road there will be sufficient clearance between the railroad shoofly and highway structures to permit construction of all three structures simultaneously if the contractor so elects.

It will be necessary to delay excavating for and constructing the wing wall at the southeast corner of the 162nd Avenue Overcrossing until the relocation of the Wilkes Road is completed. Relocating this road is a part of the work to be done by Gibbons and Reed Company.

Gibbons and Reed Company will do the main roadbed grading at each of the structure sites before construction of the highway overcrossing is started, with the exception that the embankment at 162nd Avenue will be withheld until after the structures are completed. Grading of the main roadbed at Birdsdale Road will not be done until after the railroad structure is completed, railroad traffic routed over it and rails and ties removed from the shoofly.

JAN 12 1953

FOR FILING

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[illegible]

[illegible]

U- 323(4)

January 5, 1953

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Re: Cereghino Overcrossing
F. A. P. No. UI-323(4)

The State will advertise for the construction of an overcrossing of the Union Pacific Company's railroad, known as the Cereghino Overcrossing, on the T. H. Banfield Freeway at the meeting of January 21 and 22. Negotiations with the Union Pacific Company have progressed so far that agreement has been reached on the terms of the State-Railroad agreement, which will cover the project, with the exception of the type of insurance to be furnished for the Railroad Company. We do not yet have copies of this agreement. The agreement will follow Order No. 30959 of the Public Utilities Commissioner, copies of which are attached. This order provides that the division of costs be in accordance with paragraph VII of the State's petition to the Public Utilities Commissioner for the hearing. This paragraph reads as follows:

"THINGS TO BE DONE BY STATE:

"(a) Prepare plans and specifications and award a contract or contracts for construction of the said project and supervise the construction thereof.

"(b) With the exception of the relocation of the railroad tracks, finance the construction of said project, without participation therein from funds of Railroad Companies, from State and Federal Highway funds, including reimbursement to Railroad Companies for the necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of General Administrative Memorandum No. 299 issued by the Public Roads Administration, and amendments thereof and supplements thereto.

"(c) Maintain the said structure with its approaches and appurtenances after the completion of the project.

"THINGS TO BE DONE BY RAILROAD COMPANY:

"(a) At the request of the Railroad Companies, the proposed structure has been designed to conform to a revised location of the track of Railroad Companies, and Railroad Companies should be required to effect the said relocation of the tracks at the cost and expense of Railroad Companies.

"(b) Make such revisions in existing telegraph and telephone lines and signal lines and systems as may be required to safeguard them during the construction of the project and reinstall the same in permanent locations after completion of the project.

"(c) Furnish and install guard rails on and along the existing railroad main line track for a distance of two hundred (200) feet on each side of the point of intersection of the highway and relocated railroad center lines at the said proposed overcrossing.

"(d) Remove and replace railroad right of way fencing.

"(e) Furnish such watchman and flagman services as may be necessary and required to safeguard railroad operations during the construction of the project.

"(f) Maintain the railroad tracks and their appurtenances and facilities after completion of the project."

At the hearing railroad company advised that they had abandoned any plans for relocation of their tracks at the site of the overcrossing and paragraph (a) of "Things To Be Done by Railroad Company" is therefore not effective.

In our specifications we are requiring the contractor to provide for the railroad company the type of insurance we believe should be provided under Works Program General Memorandum No. 32, and are stating further that, if it becomes necessary to provide additional and more costly insurance, the State will bear the additional cost of the insurance. The State will not request the Bureau of Public Roads to cooperate in this additional insurance cost, should it become necessary.

The estimated cost of the work to be done by railroad company forces is as follows:

Watchman services	$ 7,000
Place guardrail	1,500
Move and reinstall signal and telegraph systems	2,500
Total	11,000

We have been delayed for several months in getting this project ready for advertising because of the slowness of the railroad company in getting the agreements to us. We do not feel that the project should be held up any longer. We are therefore advertising the project for the next meeting, which is on January 21 and 22, and would ask that you approve of the advertisement.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

RECEIVED
JAN 12 1953
FOR FILING

UI-323(4)

January 2, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Re: 148th Avenue, Rockwood Road and
Birdsdale Avenue Railroad Grade
Separations on T. H. Banfield
Expressway, FAP No. UI-323(4)

We are advertising a project covering, among other things, the construction of underpasses of the Union Pacific Railroad Company's track at 148th Avenue, Rockwood Road and Birdsdale Avenue. Negotiations with the Railroad Company are complete as to the terms of the agreement with the exception of a controversy over the type of railroad insurance to be provided. The agreement, when entered into, will follow the general lines of prior agreements with the Union Pacific Company except that the Union Pacific Company is to contribute 10 percent of the cost of the undercrossing structures and the grading and surfacing of the roads which pass under the railroad. Their contribution on the grading and surfacing of these roadways is limited to the cost of roadways of a width and of a type of surfacing now existing.

This division of costs between the State and the Railroad Company is set forth in Public Utilities Commissioner Orders No. 30949, 30950 and 30951. These orders specify that the cost of construction shall be borne in accordance with the provisions set forth in the stipulation agreed to by the attorneys for the Oregon State Highway Commission and the Union Pacific Company dated October 3, 1952. Copies of these orders and the stipulation are attached hereto.

The Railroad Company's reimbursable cost of $23,800 as shown in the stipulation is further broken down. The breakdown for 148th Avenue is as follows:

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FOR FILING

January 2, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Re: 148th Avenue, Rockwood Road and
Birdsdale Avenue Railroad Grade
Separations on T. H. Banfield
Expressway, FAP No. UI-323(4)

We are advertising a project covering, among other things, the construction of underpasses of the Union Pacific Railroad Company's track at 148th Avenue, Rockwood Road and Birdsdale Avenue. Negotiations with the Railroad Company are complete as to the terms of the agreement with the exception of a controversy over the type of railroad insurance to be provided. The agreement, when entered into, will follow the general lines of prior agreements with the Union Pacific Company except that the Union Pacific Company is to contribute 10 percent of the cost of the undercrossing structures and the grading and surfacing of the roads which pass under the railroad. Their contribution on the grading and surfacing of these roadways is limited to the cost of roadways of a width and of a type of surfacing now existing.

This division of costs between the State and the Railroad Company is set forth in Public Utilities Commissioner Orders No. 30949, 30950 and 30951. These orders specify that the cost of construction shall be borne in accordance with the provisions set forth in the stipulation agreed to by the attorneys for the Oregon State Highway Commission and the Union Pacific Company dated October 3, 1952. Copies of these orders and the stipulation are attached hereto.

The Railroad Company's reimbursable cost of $23,800 as shown in the stipulation is further broken down. The breakdown for 148th Avenue is as follows:

Engineering, inspection watchmen and flagmen	$ 5,830
Remove and rearrange right-of-way fences, roadway signs, temporary road crossing, etc.	730
Move and restore communication and signal lines	2,160
Construct and remove shoofly, exclusive of grading, remove and restore track at bridge site	22,690
Gross estimated cost	$31,410
Less credit for estimated salvage	7,610
Net estimated cost	$23,800

Work at Rockwood Road and Birdsdale Avenue is, to all intents and purposes, identical with 148th Avenue, and the same anticipated costs have been used for each of these projects.

The controversy relative to insurance hinges on whether the Railroad Company should be provided with liability insurance protecting their own property. The specifications which we are presenting to you for approval do not provide for this extra insurance, but we have told our contractor in these specifications that, should it become necessary to provide this additional insurance, the State will assume the cost of the additional premium. Should this so happen, the cost of the additional premium will not be included in the work on which the Bureau of Public Roads is asked to cooperate.

We have been delayed for several months because of the slowness of the Railroad Company in getting the agreements to us, and I do not feel that this job can be put off any longer. We are therefore advertising it prior to the receiving of the agreements and would ask your approval and clearance of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
GSP:gm
cc G. S. Paxson

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FORM F-30X 15M 1-52 88419

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NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 9, 1952

SUBJECT: PUX 60 - Cereghino Overcrossing
Banfield Expressway

To: MEMORANDUM TO FILE:

[illegible] 338 (4)

Hearing on this matter was held in the State Office Building, Portland, Oregon at 10:00 A.M. on Thursday, September 4, 1952, before C. E. Jaqua, sitting as Examiner for the Public Utilities Commissioner.

The Railroad Companies were raised by F. J. Betz and the State Highway Commission was represented by the writer.

Mr. A. G. Skelton was placed on the stand to testify regarding the general nature of the project, and Mr. G. S. Paxson was placed on the stand to testify regarding the details of the structure and the plan of construction. Revised exhibits were introduced to reflect change in design made necessary by reason of the Railroads decision not to shift the present tracks.

Mr. J. G. Kimmel, Assistant Superintendent, and Mr. E. F. Kidder, Division Engineer, were placed on the stand by Mr. Betz.

No controversy developed and it is anticipated that an order will issue in due course in accordance with the petition.

J. W. DeSOUZA
Assistant Counsel

JWD:mb

cc: Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. H. G. Smith (2)
Mr. E. A. Collier (2)
Mr. A. G. Skelton

FORM E-181X 1000 1-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

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SEP 5 1952
FOR FILING

August 29, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Re: Cereghino Overcrossing
FAP No. UI-323(4)

Reference is made to your letter of August 26, transmitting comments of your Washington office on the Cereghino Overcrossing.

With reference to the suggestion of collision protection at the columns of Bents No. 3 and No. 4, we gave this matter considerable attention in the preliminary design of this structure. The quantities involved in this collision protection, as based upon the design used at the Albany Overcrossing (Oregon Project 56-D), are:

Excavation	100 cu. yds.	at $ 5.00	$ 550
Concrete	230 cu. yds.	68.00	15,640
Metal Reinforcement	34,500 lbs.	0.11	3,795
Net Total			$19,985
Plus 12½ Percent for Contingencies and Engineering			2,498
Gross Total			$22,483

The prices used above are comparable to those that we are obtaining on current contracts. After considerable study, it has seemed to us that this is entirely too high a premium to pay as insurance against an improbable occurrence. As far as I know, no damage has resulted to any highway structure due to derailment. We place steel guard rails along the railroad track to hold rail traffic on the ties in case of derailment, and, while we have had no instance where these guard rails were called upon to function, we believe that they do provide reasonably-adequate protection. Unless your Washington office is insistent upon the providing of this additional protection, we will not include it in the plans.

With reference to the spiraled curvature of the railing and curb between the two structures, we will make the changes as requested. Either of these two structures is comparable to the ordinary two-lane bridge upon which no spiraled curb protection is provided. Each of the structures has a 30-foot roadway, giving 3 feet of clearance between the curb and the edge of the normally-traveled roadway. We do not see why spiraled curb protection is any more necessary here than on ordinary two-lane bridges, but, as the additional cost is negligible, we will comply with the request of the Washington office.

We do not want this considered as a precedent for future divided four-lane highway projects. We have several coming up in which the abutment is continued between the two structures, and in these cases we are proposing to turn the curb and rail at right angles to the center line of the two structures and carry this curb and rail along the top of the abutment. We consider this curb and rail primarily as a protection for pedestrians who might be wandering around in the median strip, rather than a vehicular protection. In the abovementioned cases, if a curved rail were used, it might be possible for a pedestrian to get into the area between the handrail and the top of the abutment. It would be dangerous if no railing were provided on the abutment. In these cases we expect to use a low planting of shrubs adjacent to the abutment.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm

cc W. C. Williams ✓

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Reference is made to the Cereghino Overcrossing, Project UI-323(4), for which you furnished us preliminary plans on March 6, 1952 followed up with a revised layout drawing on July 3, 1952.

On April 9 we sent you our Washington Office comments resulting from their review of the original submission wherein they expressed some concern over the safety of the single columns against collision. Your reply of April 11 stating that guard rails would be placed by the Railroad Company was furnished our Washington Office and since they made no further comment at that time we assumed the matter was settled.

However, following the submission of your revised layout drawing, our Division Office, after a further study of the layout, made the following comments which since have been concurred in by our Washington Office:

> "Since one column of each bent #3 and #4 in both structures will be between railroad tracks at minimum horizontal clearance, it is suggested that, in addition to guard rails, collision protection should be considered at these columns. A similar situation was encountered on Oregon Project 56-D (built in 1939), Albany Overcrossing, where protecting piers were constructed independent of columns.
>
> The layout shows handrail and curb either side of the level 18' wide median strip, with 8' to 9' radius curve joining railings and curbs on each structure. This curve is considered somewhat blunt for best traffic protection during poor visibility. It is recommended that a spiral be introduced for the railing and curb on left side only of traffic to connect at end post of opposing traffic structures. This spiral will alter the architectural symmetry, but it is believed that traffic benefit is superior to symmetrical appearance."

NOTED
W. C. WILLIAMS

Your reaction to these comments is invited.

Very truly yours,

C. G. POLK
District Engineer

By
R.H. Tokerud
R. H. TOKERUD
Highway Bridge Engineer

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STATE [illegible] COMMISSION

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FOR FILI

File

FORM 2552
7-49-100M

UNION PACIFIC RAILROAD COMPANY

Office of Superintendent
2525 North Larrabee Avenue
Portland 12, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

AUGUST 25, 1952

(File D 9016 - 32 - 14)

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Atten: Mr. W. C. Williams,
Ass't. State Highway Engr.

Dear Sir:

Replying to your letter of August 11th in connection with the Banfield Expressway, requesting a temporary grade crossing over our track in the vicinity of the Ceroghino Overcrossing:

Heretofore the Highway Commission has zealously avoided grade crossings on work adjacent to our tracks. From an operating standpoint it is felt the hazard from a construction crossing is greater than that of an established grade crossing, and in this case it is believed the hazard will be much greater. It is doubtful if the savings of a grade crossing as compared with an overhead crossing would be nearly so great as it might first seem.

It is regrettable but, after considering operating conditions, I feel it necessary to deny your request for the grade crossing.

Yours very truly,

A. McAllister,
Superintendent

RECEIVED
AUG 27 1952
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

NOTED
W. C. WILLIAMS

BTI-323(2) Structures, grading & paving '53
UI-323(4) at intersec. of T. H. Banfield
#3879 Ex.

STATE COPY UI-323 (4)

Monthly transaction number 11-11	FC R-2A (Re. 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
Project report number	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Multnomah
Modification number 1	*(PPM 21-7)*	Project number I-80N-1(17)5

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on April 27, 1954, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 752,811	$ 568,982
Federal funds	$ 432,000.00	$ 351,112.00
Other revisions		

This modification is made for the following reasons:

Project revised to exclude portion being transferred to Primary System.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 31st day of October, 1969.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By ____________________

____
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By G. L. Green
(Division Engineer)

For: R. E. Simpson

Oregon State Highway Division

Federal-Aid
Project No. I-80N-1(17)5

102ND AVE.-FAIRVIEW SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

Revised project agreement estimate. Revised to delete the portion from 92nd Ave.-102nd Ave. which is now on the Primary System.

Salem, Oregon, September 19, 1969

Type Code 0011
Roadway (Sta. 354+70 to 670+37.6)(Contract No. 3807)

For detailed list of participating items see final voucher previously submitted and paid on this project as well as the attached sheet.

	$418,652.87
Subtotal	$418,652.87
Constr. Engrg.	30,216.40
Total Cost	$448,869.27

County Road Revision
148th Ave. (Sta. 479+27.29) Rockwood Road (Sta. 564+12.67)
Birdsdale Road (Sta. 617+57.89)(Contract No. 3879)

For detailed list of participating items see final voucher previously submitted and paid on this project.

	$112,047.32
Subtotal	$112,047.32
Constr. Engrg.	8,065.57
Total Cost	$120,112.89

Length of Project - - - - - 5.931 Miles
Cost of Roadway Per Mile- - $75,681.88

SUMMARY OF FUNDS

Description	Total Cost	Fed. Funds	State Funds
Roadway (Cont. 3807)	$448,869.27	$276,808.00	$172,061.27
Roadway (Cont. 3879)	120,112.89	74,304.00	45,808.89
Total	$568,982.16	$351,112.00	$270,870.16

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

92ND AVE.-FAIRVIEW SECTION

I-80N-1(17)5 /Old BFI-323(2)7

Contract 3807, 3879 and 3871

The split between the primary and interstate portions of this contract is based on a mileage ratio computed as follows:

Total length of contract = 7.139 miles
Sta. 285+00 to 348+80 = 6,380 ft. ÷ 5,280 = 1.208 miles
1.208 ÷ 7.139 = 16.92% (use 17% for primary portion)

Participating Contract Cost			Primary Portion		Interstate Portion
Contract 3807					
	$504,401.05	(17%)	$ 85,748.18	(83%)	$418,652.87
Constr. Engrg.	36,405.30	(17%)	6,188.90	(83%)	30,216.40
Total Participating Cost			$ 91,937.08		$448,869.27
Contract 3879					
	$112,047.32		$ -	100%	$112,047.32
Constr. Engrg.	8,065.57		-		8,065.57
Total Participating Cost			$ -		$120,112.89
Contract 3871					
	$ 36,524.90	100%	$ 36,524.90		$ -
Constr. Engr.	2,667.75		2,667.75		-
Total Participating Cost			$ 39,192.65		$ -
			$131,129.73		$568,982.16

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FORM E-30 37,500 4-52

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3279

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 4, 1955

C
O
P
Y

SUBJECT:

To:

Memorandum to the File:

A conference was held in this office today between officials of Gibbons & Reed Company and Highway Department engineers relative to claims of Gibbons & Reed Company on two separate contracts, one being the 42nd Avenue to 92nd Avenue Section and the other the 92nd Avenue to Fairview Section, both on the Banfield Expressway. Representing Gibbons & Reed Company were A. V. Toolson, District Manager, and Superintendent Bowman. Representing the State Highway Department were W. C. Williams, G. S. Paxson, Forrest Cooper, A. G. Skelton, and Resident Engineer [illegible] J. Merrin.

In the matter of the 42nd to 92nd Avenue project their claim was relative to a very material underrun in both long and short overhaul, which drastically affected the distribution of quantities and resulted in a different plan of operation than had been contemplated originally. The entire project underran more than $100,000, of which approximately $30,000 was an underrun on haul quantities. After considerable discussion it was agreed that the entire claim for change in plans, underrun of various quantities, and necessary changes in operation would be allowed in the amount of $15,500 as total settlement. The necessary Price Agreement is being prepared.

On the 92nd Avenue-Fairview Section, Gibbons & Reed had presented a claim in the amount of $65,235.23, alleging such amount to be the cost of delays by reason of noncompletion of various structures under contract to other contractors throughout the length of the project. My opinion, as expressed to the Gibbons & Reed representatives, was that this claim was without basis or foundation and that it should be rejected in its entirety. This was concurred in by Paxson, Cooper, Skelton, and Merrin, with the result that Gibbons & Reed representatives were advised that this claim was rejected in its entirety and that we could see no basis for compromise, in that if any portion of the claim were allowed the entire amount would be open to further discussion. The conference ended with out flat rejection for the consideration of any portion of the $65,235.23 claim.

/s/ W. C. Williams

W. C. Williams

WCW:me
cc Mr. R. H. Baldock
Mr. G. S. Paxson
Mr. Forrest Cooper
Mr. A. G. Skelton

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1955

SUBJECT:

To Mr. Robert L. May, Jr.
Assistant Counsel
Office

Dear Mr. May:

I have in compliance with your request of July 27th made a study of the Gibbons & Reed claim for damages due to States alledgedly causing delay in completion of project and subject to premises hereinafter indicated recommend that this claim for damages be rejected although recognizing that State is responsible for damages arising out of any delay occasioned contractor due to non use of Halsey Street overcrossing.

An analysis of the fact situation as represented indicates that this claim for damages is based upon the contractor's contention that they were forced to shut down for four months from November 1953 to February of 1954 due to noncompletion of 102nd Street reconstruction, Halsey Street reconstruction, 122nd Avenue-Arata Road structures, Cereghino overcrossing and 92nd Street Interchange.

There is no indication in the fact situation that indicates that contractor was delayed or claims to have been delayed by noncompletion of any of the above indicated structures other than Halsey Street overcrossing, the 148th Street overcrossing, Cereghino overcrossing and the noncompletion of Birdsdale Road. For reasons to be hereinafter set forth a discussion of liability in length need not be had for delay arising out of the noncompletion of any of the projects above indicated other than the Halsey Street overcrossing. (See pages 26-27 special provisions).

The structures other than the one indicated were in a state of noncompletion due to no fault of State. The contractors for those structures were not under the control of State. Other than the assessment of penalty for engineering overrun State had no recourse,

under the fact situation. This assessment of penalty was duly made in those instances meriting said action. In instance of all structures excepting the one indicated, i.e., the Halsey Street Overcrossing, the contract was duly let and work could have progressed under normal conditions so as not to cause any impediment to work of claimant. State is not a guarantor of the work progress of contracters building roads or structures for State. This factor is recognised by the general contract provision indicating responsibility for delays to be upon the contractor causing such delay. See Sec. 5-12 General Provisions, Page 10, Gibbons & Reed Contract. State would not be responsible for nonperformance of others without assuming said responsibility. 13 C.J. Contracts Sec. 712, Pg. 639, et seq. No duty on part of insisting upon or supplying a definite use date existed under the present contract as applicable to the structure contracts. Hence State is not responsible for delivering use of structures at any fixed period. One is not responsible for the independent acts of another. 13 C.J. Sec. 63, et seq. Pg. 271.

The delay, if any, occasioned solely by the noncompletion of the Halsey Street reconstruction posits another question. The Highway Department indicated a use date of November 30, 1953, upon the Halsey Overcrossing project, whereas in fact the contract for this project was not awarded until December 14, 1953. The original time of completion of the Gibbons & Reed Contract was April 30, 1954.

The contract was entitled to depend upon the use date indicated in the specifications given herein at the time of entering into contract insofar as it was within the State's power to bring this use status into being. The contractor would have no occasion to enter into any agreement or state of affairs involving Multnomah County's moving for a widening of the deck of the overcrossing in question, however well taken the motif might have been for so widening the structure. Responsibility, or knowledge of the delay occasioned would not be imputable to contractor.

Delay caused by the adverse party is a breach of contract by the adverse party rendering him liable in damages. A party who being prevented by the fault of the adverse party from completing the contract in the time stipulated has an action for damages occasioned by the delay. 12 Am. Jur. Sec. 351, Pg [illegible]; 12 Am. Jur. Sec. 721, Pg. 647, et seq.

Under contract to furnish stone for a building, including the sawing and dressing required, a contractor was allowed to recover damages for enforced suspensions of, and delays in, the work by the other party arising out of doubts of the desirability of completing the building with stone, and of the site this delay was occasioned by an examination of the foundation of the stone by several commissions. Guerine Stone Co. v. P.J. Corlin Construction Co. 240 U.S. 264. 60 Lawyers Ed. 636.

Where a contractor with the Government completed the job under the contract, reserving the right to claim damages due to long delays occasioned by the Government's failure to perform its part and actions for damages occasioned solely by the delay of the Government was valid. U.S. v. Wyckoff Pipe & Creosoting Co. 271 U.S. 2[illegible], 70 LE 938.

One who contracts for the performance of labor upon his property to be completed upon a day certain, and obligates himself to furnish the necessary materials and/or prepares the property for the performance of the work is liable to the contractor for the value of any services he performs and for any loss sustained by him if he is delayed beyond the time specified in the performance of the work by the default of the owner. Ind. Northern Traction Co. v. Brennan 174 Ind. 1-87 N.E. 215-30 LRA NS 85.

In this particular instance the fact that contractor was delayed by the failure of State to award the contract for the Halsey Street Overcrossing until December 14, 1953 is far from certain; without exploring the ramifications of whether this was the sole cause of contractor's delay. The contention of the contractor that his machinery was idle during the four months period solely because of not being able to have access and use of this structure is refuted by the fact that it was winter season and that the material was too wet to allow working.

The engineer's weekly report indicates an orderly preparation for the winter close down.

It is also the considered opinion of the engineering department that Gibbons & Reed had access way to all sections of the roadway excepting the main line roadway immediately under the structure during the entire year of 1953; and that save for this short segment, that no delay could have been occasioned.

Based upon the fact that it appears that the winter season would have occasioned a shut down in any event and that Gibbons & Reed were,

should we say, somewhat derelict in their duty of vigorously prosecuting work to the best of their ability under the conditions existing, I would advise that their claim for damages in the sum of $65,235.22 be denied. While there is danger in the State's failure to award the Halsey Street contract in a timely manner, it is doubtful from the fact situation that any portion of the alleged damage can be traced to State's failure to act in awarding the Halsey Street contract.

Yours very truly,

James B. Daniels

JAMES B. DANIELS
Assistant Attorney

JBD:br

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29, 1955

SUBJECT: Gibbons & Reed claim
Contract No. 3807

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

You recently requested the advice of this office with respect to the claim of Gibbons & Reed under the above contract. I am attaching hereto a copy of a letter from Mr. James B. Daniels, Assistant Attorney, concerning the problem. You will note that Mr. Daniels concludes that Gibbons & Reed Company has no valid basis for a claim against the State with the possible exception of damages resulting from the failure of the State to call for bids for the construction of the Halsey Street Overcrossing. Whether there is any basis for claim for damages occurring as a result of this incident will depend largely upon the factual question of whether or not failure to call for bids at an early date actually delayed Gibbons & Reed Company.

I am returning herewith your file concerning the matter, together with the Office Copy of Contract No. 3807 and the General Files concerning that contract.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert L May
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk

RECEIVED
JUL 29 1955
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26, 1955

SUBJECT: Gibbons & Reed claim
Contract No. 3807

NOTED
W. C. WILLIAMS

To:

Mr. W. C. Williams

Attached hereto is the claim of Gibbons & Reed in the amount of $65,235.23 covering alleged costs of delay by reason of noncompletion of structural projects within the limits of the grading project from 92nd Avenue to Fairview on the Banfield Expressway. Also attached are reports from Mr. Cooper, Mr. A. G. Skelton, Mr. Don and Mr. J. T. Skelton.

Gibbons & Reed allege that they were forced to shut down during the four months from November 1953 to February 1954 solely because of the noncompletion of the structures. There are five structural contracts involved: 102nd Avenue Reconstruction, Halsey Street Reconstruction, 122nd Avenue-Arata Road Structures (122nd Avenue, 148th Avenue, 162nd Avenut, Rockwood Road and Birdsdale Road), Cereghino Overcrossing, and 92nd Avenue Interchange.

Gibbons & Reed make quite a point of the fact that, although their contract gives an expected date of November 30, 1953 for the Halsey Street Reconstruction to be usable, the work was not started until five months after that date. Actually the contract for the Halsey Street project was awarded December 14, 1953 and work started January 4, 1954. The starting of this project was delayed for two reasons: Halsey Street could not be closed to traffic until 102nd Avenue was opened. Traffic was routed over 102nd Avenue on December 31, 1953. The Halsey Street structure was redesigned and widened to a three-lane structure at the request of Multnomah County. Gibbons & Reed had the use of a roadway under the old east approach during the entire year of 1953. Their only delay was in the widening of the main-line roadway immediately under the structure. The old east approach was completely removed by March 8, 1954 and Gibbons & Reed could have made the excavation at any time after that date. They did not start this excavation until May 18, 1954, over two months after the site was available. This delay seriously inconvenienced Young & Smith, the structural contractor.

The Gibbons & Reed contract did not include the backfilling of any of the structures in the 92nd Avenue-Fairview structural contract. They had a passage way around or over these structures at all times. There is no apparent reason why noncompletion of the structures should have delayed their work.

The work on the Cereghino Overcrossing project, under contract to Carl M. Halvorson, Inc., was not far enough along to allow the completion of the backfill by Gibbons & Reed on the expected date of November 30, 1953. The State did make every effort to expedite this work. Halvorson did shut the job down on December 14, 1953 and did not resume work until February 15, 1954. The weather during this time was unfavorable with rain, sleet and ice which Halvorson claimed created too dangerous a condition to allow men to work on the high falsework. Falsework was removed and the site was available for backfilling on April 30, 1954. It became evident in the fall of 1953 that the overcrossing would not be ready for backfilling by November 30, 1953. In order to accommodate Gibbons & Reed as much as possible, the State executed a price agreement with Halvorson under which he moved all of his construction materials and equipment from the east end of the structure so that the embankment could be made up to the footings of the end bents. This cost the State $791.23. The haul-road trestle was in place and Gibbons & Reed had access to all their work except approximately 65 linear feet of embankment at the east end of the structure.

The fifth structural project in this section is the 92nd Avenue Interchange. Contract for this structure was awarded to United Builders, Inc., on January 22, 1953. The contractor was ready to start work on March 3, 1953, but could not do so because Gibbons & Reed had not done the grading at the site although their contract listed that grading as one of the items to be done at an early date to facilitate the structural work. The structural contractor was held up on his job until August 4, 1953.

The records show that, except for the short section of fill at the east end of the Cereghino Overcrossing and the cut through the east approach of the Halsey Street job, no delay was caused to Gibbons & Reed.

The specifications for the Gibbons & Reed contract specifically list November 30, 1953 as the "expected date" when the bridges will be usable. We also wrote the following into the contract: "Noncompletion of the other work within the expected time will not, however, relieve the contractor of his obligation to complete specified under the contract. Neither will such noncompletion entitle him to extra compensation of any kind." This would seem to be ample warning that no guarantee of any kind was given of the completion of the structures by that date. The delays that occurred were not foreseeable by the State when the Gibbons & Reed contract was drawn. We could not anticipate that the County would ask the complete redesign of the Halsey Street job to provide three lanes of traffic, nor could we anticipate the unsatisfactory progress made by Halvorson at Cereghino. We did not approve the shuting down of work and did everything we could to get him to continue work. Under the contract our only course was to assess engineering costs for the overrun in time against him, which we did.

Even had these jobs been "usable" by November 30, 1953. Gibbons & Reed could not have finished their work by April 30, 1954. The statement in their claim that they worked their equipment through the previous winter of 1952-53 is erroneous. In Mr. Don's report he states that, "No grading

was done from the 23rd day of December 1952 until the first week of April 1953." The winter of 1953-54 was a more unfavorable winter than the previous one.

It is unfortunate that the construction schedules on the structures were not met, but even had they been met Gibbons & Reed would have been shut down for a considerable period during the winter because the material was too wet to move. The contract did not guarantee the structural completion dates and specifically warned the contractor that he would not receive extra compensation in case they were not ready. The State did all that it could reasonably do to push the structures along, and the delays could not have been anticipated by the State when Gibbons & Reed were awarded the contract. I can find no legal obligation to allow any part of this claim, nor do the facts indicate that the job could have been completed during the winter of 1953-54 had the structures been ready. I recommend that the claim be denied.

Very truly yours,

G S Paxson

G. S. Paxson

GSP:gm
Attach.
cc Mr. Forrest Cooper

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons and Reed
Cereghino Overcrossing of
U. P. Railroad, Contract 3878

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to your request for dates on the Cereghino Overcrossing, Contract No. 3878, Carl M. Halvorson, Inc., contractor, I have the following to report.

Contract No. 3878 was awarded February 26, 1953. The contract had a stipulated date of completion of April 30, 1954.

Work under this contract was not started until June 3, 1953, or slightly over three months after the award. Weather and difficult access conditions were probably the contractor's reason for such a late start. For a 28-week period of active construction through December 14, 1953, an average crew of 24 men were employed. During this period all retaining walls were poured. The north or westbound structure was poured to the top of the roadway curbs, footings were poured, columns were poured above the ground surface, stripped and backfilled on the south or eastbound structure. The falsework wedges were slacked under the beam bottoms of the north structure. Then, presumably due to inclement weather, no further construction activities were carried out until February 15, 1954.

During the period of inactivity, all key personnel were moved to Bandon on the Bullards Ferry Bridge where construction activities were carried on under weather conditions that could not have been more favorable than at Cereghino.

To expedite Gibbons and Reed's work, Price Agreement No. 3 was entered into between the State and Carl M. Halvorson on September 21, 1953, to move stockpiled material from the bridge site to make room for additional embankment material between the east end of the haul road bridge and the east end of the Cereghino Overcrossing. This was at an expense of $791.23 to the State to expedite the grading contractor's work. With

this order it was possible for the grading contractor to make a large part of his fill and to stockpile a large part of the remaining dirt needed.

The last of the deck slab was poured on the south structure on April 23, 1954.

On April 28, 1954, all of the curb on the south structure was poured and half of the handrail on the north structure. On April 30th, the falsework and beam forms had been removed from the three east spans, and this end of the bridge was ready for the grading contractor to place his roadbed embankment. On June 1, all concrete was in place. By July 14, 1954, all work was completed except for removal of the haul road bridge.

July 26 through August 20 was utilized in removing the haul road bridge and cleaning up the site.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp

FORM E-30 25M 9-51 86119

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
July 25, 1955

SUBJECT: Gibbons & Reed's Claim
Data on 92nd Avenue Traffic
Interchange
United Builders, Inc., Contractors

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

The 92nd Avenue Interchange was indicated on Gibbons & Reed's contract to be completed November 30, 1953. United Builders, Inc., were awarded their Contract 3851 on January 22, 1953 for this interchange. Steel piling were delivered and they were ready to start work on March 3, 1953. Contract No. 2851 restricted work at Bents No. 2 and 3 for both excavation and driving of piling and excavation for the two retaining walls adjacent to these bents until the grading of the lower roadway was completed by the grading contractor, Gibbons & Reed Co. Due to the difficulty of backfilling around the steel piling at the bridge ends by the grading contractor and plus the fact that Mr. Ladd, Superintendent for Gibbons and Reed, expected to have fills for this structure placed within 14 to 21 days from March 5, 1953 on, work on contract 3851 was held in abeyance. In this regard, I am quoting from my letter to yourself under date of March 10, 1953. A copy of this letter is attached.

On June 16, 1953, "United" moved onto the bridge site, set up a construction shack, beveled pile heads, etc. At this time, however, fills had not been made, and it was necessary for them to discontinue further operations.

On July 29, 1953, United Builders were notified by a letter from myself that construction could be resumed on August 4, 1953. Bridge construction was resumed August 4, 1953.

Mr. A. V. Toolson in his letter to Mr. A. G. Skelton of July 12, 1955, states: " . . . you certainly retain for each of your engineers the power to cause a contractor to prosecute the work as he considers necessary. And your department alone has the power to schedule the various contracts from the invitation for bids to the completion date. . . ". United Builders were able to resume construction on August 4, 1953. Their contract called for all work to be completed by August 31, 1953. How does Mr. Toolson reconcile their delay on the above project? I will admit that with more favorable weather the work could have been made available for United Builders, Inc., in March 1953.

Very truly yours,

J. T. Skelton

J. T. Skelton
Bridge Construction Engineer

JTS/dp
Attached

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
July 25, 1955

SUBJECT: Gibbons & Reed's Claim
Data on 92nd Avenue Traffic
Interchange
United Builders, Inc., Contractors

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

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Very truly yours,

J. T. Skelton

J. T. Skelton
Bridge Construction Engineer

JTS/dp
Attached

FORM E-90 25M 9-51 62819

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Gibbons & Reed Company Claim
Data pertaining to Halsey Street
Undercrossing Reconstruction,
Contract No. 4066, Young & Smith,
Contractors

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office
L

NOTED
W. C. WILLIAMS

Dear Sir:

Contract No. 4066 was awarded December 14, 1953. Delay in placing this job under contract was to permit completion of 102nd Avenue Overcrossing reconstruction to the point that closure of Halsey Street would not impose too heavy a burden on traffic flow.

Young & Smith started moving equipment to job site and building field office on January 4, 1954. Actual contract work was started January 26, 1954. On March 8, 1954, the east end of the old Halsey Street Bridge had been completely removed. From this date on, Gibbons and Reed Company could have been excavating for the roadbed section at its Halsey Street intersection. Young & Smith were held back on progressing their work on Unit 2 which related to this area.

Field diaries are not at hand. As a result I called L. R. Allen's office. Don Gallaher reports that the diary reports on Tuesday, May 18, Gibbons & Reed started with a double shift to remove the cut roadbed section through Halsey Street, i.e., two months and ten days after this section was made fully available to them by Young & Smith. Excavation was started by Young & Smith on Pier 4 on June 8, 1954. Footings were poured on Bents 24, 25 and Pier 4 on June 11, 1954. Undoubtedly this delay by Gibbons & Reed caused hardship and financial loss to Young & Smith.

While Gibbons & Reed may not have had access to use of structures at the dates shown on Page 27 of their special provisions, bridge construction did not deny them access through on the highway right of way if not over the structures. Fills could not be completed as soon as they may have expected at Cereghino. They were not a party to the backfilling of the eleven structures built by Parker-Johnson. Delay on 92nd Avenue could only be charged to themselves.

Very truly yours,

J. T. Skelt

J. T. Skelton
Bridge Construction Engineer

JTS/dp

FORM E-90 [illegible] 9-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons & Reed
Parker & Johnson Contract 3879

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to your request for dates on 122nd-Arata Road Structures, Contract No. 3879, Parker-Johnson, contractor, I have the following to report:

Contract No. 3879 was awarded February 26, 1953. The contract had a stipulated date of completion of July 31, 1954.

162nd Avenue

Highway crossing over 162nd Avenue. Work on Contract 3879 was started on this site on March 2, 1953.

The deck pour of the north highway structure was on April 15, 1953. The deck pour on the south structure was on May 6, 1953. The last concrete pour on either of the two structures was June 11, 1953. Backfilling by the bridge contractor at the bridge ends was completed on July 24, 1953, with full access to use of the structures.

Access was available around these structures at all times by roadways on top of the old cut slopes to the Wilkes Road Connection on 162nd then via Wilkes Road on the new grade.

Birdsdale or 201st Avenue

General roadbed excavation was started on April 2, 1953. The north highway structure deck was poured on July 23, 1953. The north highway structure pours were completed on August 20, 1953. The structure weekly report record does not indicate the date the roadbed embankment backfilling was completed. This information would probably be in the weekly reports rendered by the grading resident engineer, but in all probability the structure was available for use by mid September with a partial fill. The last of the concrete was poured in the handrails of the south structure on January 5, 1954. A road paralleling the shoofly track was used by the grading contractor until sufficient roadbed was in place on the north highway structure to permit the use of that structure.

Rockwood Road - 181st Avenue

The grading contractor detoured to the south around these structures at the prevailing grade of the new highway during their period of construction. The added length of haul probably did not exceed 200 feet and this added length of haul would constitute his only lost time.

During July 1953 the grading installation of the shoofly track was made. The completion of this work was on August 4, 1953. On August 11, 1953, the pours were made for the highway structure footings. On this one crossing, enough width was available to permit construction of both the railroad and highway structure without the lost time occasioned for construction of the second highway structure by waiting for reinstallation of railroad traffic over the railroad structures as was necessary at 148th Avenue and 201st Avenue.

The last pour on the decks of both the south and north highway decks were made on September 29, 1953. The deck for the railroad structure was poured on October 1, 1953. The final concrete pour was made for the structures on Rockwood Road (181st Avenue) on November 30, 1953. Train traffic was routed over Rockwood Road railroad structure on December 28, 1953. The weekly reports indicate backfilling of highway structures on February 9th. Examination of the grading department weekly reports would have to be made to determine if any backfilling occurred following this date.

148th Avenue

Structural weekly reports do not give a resume' of the grading work on general excavation. These will have to be obtained from the grading records.

Following construction of the railroad shoofly, the width of roadwa on the highway section was somewhat limited in width to the grading contracto It is not in my recollection that he was ever unable to go through or around the structural work.

On August 31, 1953, it was indicated that the rough excavation was completed for the south highway structure wing walls.

On October 16, 1953, the concrete footings for the 21'6" wing wall footings and the abutment footings for the south highway structure were poured.

From the weekly report record, 148th Avenue, the shoofly was placed in use about January 1st. First evidence of excavation for railroad structure, however, was on February 4, 1954.

On November 12, 1953, the deck was poured in the south highway structure.

The last of the concrete was poured on the south highway structure on February 9, 1954. The first concrete for the railroad structure was poured for the abutment footings on February 15, 1954. The deck of the railroad structure was poured on March 3, 1954. The last of the concrete was poured on the railroad underpass on March 25, 1954.

On April 23, 1954, the Union Pacific was replacing track over the railroad structure. On April 28, 1954, the contractor was excavating for the north highway structure with the south highway structure and the railroad structure apparently in use. On May 20, 1954, the deck was poured on the north highway structure. On June 4, 1954, the last of the concrete was poured at 148th Avenue. The placing of membrane waterproofing to receive backfill was completed on the north highway structure on June 11, 1954. On June 24th and 25th, 1954, the north highway structure was backfilled.

The work under Contract 3379 was reported completed on October 19, 1954.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp

FORM 230—60M—10-54—79696

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 12th, 1955

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Deputy State Highway Engineer

Gibbons and Reed have made a claim against the Highway Commission on Contract #3807, 92nd Avenue-Fairview, Banfield Expressway, in an amount of $65,235.23 based on alleged delays by other contractors who are constructing structures on the same section. I am attaching copies of correspondence from A. V. Toolson, District Manager, Gibbons and Reed, which delineates the claim, and letters of James Don, Resident Engineer, and A. G. Skelton, Division Engineer, which I believe pretty well cover the situation.

The claim finally boils down to a charge for equipment rentals during their shutdown period, most of which was caused by weather conditions and part of which might be attributed to the delays by other contractors working on the job. They also have some more or less unexplained labor charges listed on the last page of Mr. Toolson's letter.

It is my recommendation that we deny the claim entirely and make no effort to negotiate a settlement on a partial or any other basis as the complications of such a maneuver would open the door for countless claims of a like nature from other contractors. It is my belief that the contract adequately covers the situation even though the delays were somewhat extended. I would like to discuss this matter with you after you have familiarized yourself with it.

I might add in passing that Mr. Toolson's letter again brings up a matter which has consistently plagued us and, I believe, should receive further study. I quote from Toolson's letter: "You certainly retain for each of your engineers the power to cause a contractor to prosecute the work as he considers necessary."

Unfortunately Mr. Toolson is in error. I know of no way that the Department can speed up contractors' operations other than request

them to do certain things or follow certain time schedules. Certain contractors are cooperative and cause little trouble. Others drag their feet beyond all reason and often get us into embarrassing situations such as the one discussed in this letter.

Forrest Cooper
Ass't. Construction Engineer

FC:AR
Enc. 3

RECEIVED
JUL 12 1955
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 11th, 1955

SUBJECT:

To:
Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon
Attn: Forrest Cooper

Dear Sir:

I am forwarding herewith letter dated June 15, 1955 from A. V. Toolsen, District Manager for Gibbons and Reed. This letter sets up a claim in the amount of $65,235.23 for additional expense due to delay of the complation of their contract No. 3807 for grading the 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, caused by the failure of other contractors on this section to prosecute and complete their work in a reasonable manner. I am also enclosing a report dated June 28, 1955 from James Don, resident engineer on this project. Don's report covers the general factors affecting this project, such as weather conditions, the progress of work on other contracts in the section, and a record of actual work under way by Gibbons and Reed during the period from November 1, 1953 to the end of February in 1954.

You will note from Don's report that work on the Cereghino Overcrossing was completely shut down on December 11, 1953, and that work was not resumed on this structure until February 15, 1954. The structure was completed and ready for backfilling on April 30, 1954. On the 148th Avenue structures, the grading contractor had access across 148th throughout the time these structures were under construction, and it is not believed that he suffered any material inconvenience from delay in the completion of the structure. The Halsey Street Undercrossing reconstruction was not completed until late in October 1954, however the grading contractor had access through this section several months before the final completion. He was inconvenienced by not having access to this project until late in 1954. Page 27 of the special provisions for this project gives the following expected dates by which bridges will be usable: Halsey Street Overcorssing Revision, November 30, 1953; Cereghino Overcrossing, November 30, 1953; 148th Avenue and Rockwood Road grade separations, November 30, 1953. The special provisions on page 27 also state "noncompletion of the other work within the expected time will not, however, relieve the contractor of his obligations to entirely complete all work specified to be done under the contract. Neither will such noncompletion entitle him to extra compensation of any kind."

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OFFICE OF

Gibbons and Reed were awarded contract No. 4053 for grading and other work on the 42nd Avenue-92nd Avenue Section of the T. H. Banfield Expressway on December 11, 1953. However, clearing work on this project was started on November 12, 1953, and two dozers were in use on that date. Grading on this project actually started February 4, 1954, and the remainder of Gibbons and Reed's equipment was moved to this job on February 8th. You will note from Don's report that weather conditions from November to February were not favorable for work on the 92nd Avenue-Fairview Section, and it is very doubtful that any material amount of work could have been done if the entire highway had been open to their use. You will note also that in 1952-53 no grading was done from the 23rd day of December 1952 until the first week in April 1953. The winter before that Gibbons and Reed did work throughout the winter on the Shell Rock cut and fill on the Gorton Creek-Warren Section of the Columbia River Highway. Our experience on the section even after work was resumed in March was not too satisfactory, as it was necessary to waste material because it was too wet. We also had difficulty with construction equipment pumping wet subgrade, making it necessary to remove this wet material and replace it with selected dryer material.

Gibbons and Reed were delayed somewhat by the structural contractors in the same section. This should have been anticipated, and was covered in our special provisions for this project. The Cereghino Overcrossing was unduly delayed, the contractor moving his entire crew off the job for some two months during January and February, and also running over his completion date on this project. The Halsey Street structure also delayed the contractor's operations in the vicinity of Halsey Street. The fact that the contractor was the successful bidder on the 42nd Avenue-92nd Avenue project did help materially in keeping his equipment busy, particularly after February 1954. It would be difficult to arrive as to just what loss was suffered by not having complete access to the job, but normally the period from late November to about the first of March is so wet that grading operations are suspended by all contractors in this general area, unless the work is almost entirely in rock. In view of our special provisions on this job, and of the weather during the period of the claim, I would recommend disapproval.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl. James Don
cc:

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
June 28, 1955

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. A. G. Skelton
Division Engineer
Office

Dear Sir:

The following is a report of claim placed by Gibbons & Reed Construction Company against Contract 3807 for the 92nd to Fairview Section, prefix 26-1015.

This claim is based on dead rental of equipment caused by alleged delays from other contractors, which include the Cereghino Overcrossing under contract to Carl F. Halverson, the 148th Avenue Structures under contract to Parker-Johnson Company and the Halsey Street Undercrossing Reconstruction under contract to Young and Smith Construction Company. This claim also includes the 42nd to 92nd Street project during this period because some of the equipment that is claimed as idle, was working on this project.

A report on the structures mentioned in Gibbons & Reed's claim are as follows:

The Cereghino Overcrossing was shut down December 11, 1953 and work again resumed February 15, 1954, with completion of structure ready for backfilling April 30, 1954 and with the completion of the haul bridge removal on August 6, 1954.

The RR Structure at 148th Street was started February 3, 1954 and backfilling of this bridge was completed April 6, 1954, with trains again going over this main line April 27, 1954. Excavation for the south highway structure at 148th Street was started September 9, 1953 and bridge was completed February 9, 1954. Work on the north highway structure at 148th Street was started April 1, 1954 and completed June 28, 1954.

The Halsey Street Undercrossing Reconstruction was awarded to Young & Smith Construction Company, December 14, 1953 with work starting by removal of handrail on old structure, January 26, 1954 and contractor placing final paint on steel section, October 28, 1954.

RECEIVED
1955
OFFICE OF
CONSTRUCTION ENGINEER

Mr. A. G. Skelton
Division Engineer

Claim against Contract 3807
Page two -

On October 1, 1953, the contractor broke from a double shift to a single shift, as is stated in the claim, but did not shut down on this section with his grading equipment until November 5, 1953, then retained one blade on this section, preparing the select topping to and including November 13, 1953, at which time, they were completely off this project until March 3, 1954 and in April 1954, the materials from T. Line was wasted because of being too wet. During the period from November 12, 1953 to March 1, 1954, there was work being done on the 42nd Avenue to 92nd Avenue, Contract No. 4053, under contract with Gibbons & Reed, by some of all types of equipment mentioned in the claim.

November 12, 1953 records show that two dozers were working on the 42nd Avenue to 92nd Avenue section, on February 4, 1954, three DW 20s were moved to the above mentioned section and on February 8, 1954, the remainder of the equipment was moved to the other project.

A monthly comparison of the precipitation as measured at Portland International Airport is as follows:

November		December		January		February	
1952	1953	1952	1953	1953	1954	1953	1954
1.44 in.	6.46 in.	6.76 in.	7.85 in.	12.83 in.	8.95 in.	3.71 in.	4.57 in.

The only one of the months in question in which the rainfall was exceeded by the rainfall of the same month of the previous year was January 1954, which had 8.95 inches and the previous January had a rainfall of 12.83 inches. A difference of 3.88 inches. According to our records, there was no grading done in January of 1953 on the 92nd Avenue-Fairview Project. No grading was done from the 23rd day of December 1952 until the first week of April 1953. This would seem to refute Gibbons & Reed Company claim of having worked all through the winter of 1952-53.

Due to the fact there was so much rain during these months, with no drying periods in between, it would be impossible to work this equipment on the job.

Very truly yours,

James Don

James Don
Resident Engineer

JD:bb

NEW ADDRESS
825 West 9th North
P. O. BOX 1113
Salt Lake City 10, Utah

GIBBONS & REED CO.
CONTRACTORS
[redacted]

June 15, 1955

ADDRESS REPLY TO
P. O. Box 4989
Portland 13, Oregon

RECEIVED
OFFICE OF
DIVISION ENGINEER
DIVISION NO 1

Mr. A. G. Skelton, Division Engineer
Oregon State Highway Department
P. O. Box 4699
Portland 2, Oregon

References:
Contract No. 3807
T. H. Banfield Expressway
Fairview-92nd Ave. Section

Dear Sir;

In our letter dated to you on January 9, 1954, we advised you that the delay in the completion of the Cereghino Overcrossing structures would cause us added expense over and above anything we were led to anticipate when we bid the job and entered into the contract. That letter further advised you that we were going to expect the Oregon State Highway Department to participate in this added cost.

On april 29, 1954, we requested an extension of time for the completion of work under the contract. Our reasons for the need for additional time, given in the request, included the delay in in completion of the Cereghino Overcrossing structures, the fact that work on the Halsey Street Overcrossing Revision had not been started by the date we were led to believe it would be complete, and the further fact that work on one of the Grade Seperation structures at 148th. Avenue was even then not started, five months after we were told to expect that all structures would be usable.

On June 25, 1954, we wrote to your Resident Engineer for the job, repeating parts of the above mentioned letters, and reaffirming our position that had the structures on the project been completed as scheduled we would have completed our contract on schedule.

To date we have received no reply nor recognition of any one of these three communications. We assume that you would have let us know had you disagreed with our reasoning or our conclusions expressed in the communications.

The Special Provisions for our contract listed the dates on which we could expect the various structures to be usable. In August, 1952, we prepared our bid for the grading or the project. At that time the completion date for all of the permanent structures was well over a year in the future. We could only assume, and we did assume as a basis on which to prepare our bid for the grading, that the structures would be put under contract early enough to permit them to be built by the date listed in our Special Provisions. The Standard Specifications for Highway Bridge Construction substantiates another assuption we made in arriving at a basis for bidding purposes. We assumed that, once you had let the contracts for the various structures, you would require that the contractors presecute the work continuously, at a rate sufficient to complete the workby the date given in our Special Provisions.

The Special Provisions covering our work state that non-completion of the other work will not intitle us to extra compensation of any kind. We believe that this statement can be invoked to cover the delays encountered by the structure contractors due to unsuitable weather or such other conditions as are unfavorable for the prosecution of the work. We cannot believe that the statement can be made to cover a years delay in the placing of one structure under contract. Nor can it be made to cover a total cessation of work for a period of several months of good construction weather on the largest structures involved. Nor can it be made to cover such a delay as a bridge not being started until more than five months after we were led to believe it would be usable. These delays, by their very nature, were beyond our forseeing in August of 1952 and were beyond our control at all times.

At the same time we believe that these delays were forseeable by your department and were your responsibility to alleviate . You certainly retain for each of your engineers the power to cause a contractor"prosecute the work as he considers necessary. And your department alone has the power to schedule the various contracts from the invitation for bids to the completion date.

All work under our contract was complete last fall. We have put off writing this letter until we knew our final pay quantities. With these quantities now being furnished us we are in position to assess the added costs incurred by us due to delays in the completion of the work under the contract. As stated in our letter of January 9, 1954, these are the costs which we expect you to assume.

The first of October 1953, we were running out of place to work and cut our equipment back to one shift. The first of November of that year we were out of a place to work and of necessity shut down,. The previous winter we worked this same grading equipment all winter, through weather that produced thirty seven inches of rain in thirty seven days, and had no lost time.The winter of 1953-1954 should have seen the job so developed that the gravel and commom materials could have been worked all winter. We sat out some beautiful construction weather that winter.

We were down November and December of 1953, and January and February of 1954. The first of March of 1954 we started work again on a single shift. Not until May were enough structures out of our way to justify a double shift operation.

The first of these added costs is the Depreciation; interest on Investment; Storage, Incidentals and Equipment Overhead, Insurance; and Taxes on our capital investment in the equipment parked during these four months.

For the three D-8 tractors, new in 1947, these costs are $210.54 per month each.

For the two TD 24 tractors and the two HD 19 tractors, new in 1950, these costs are $768.97 per month each.

For the two D-8 tractors, new in 1952 and 1953, these costs are $594.48 per month each.

For the five DW 20's, new in 1952, these costs are $1,653.19 each.

For the three 80 scrapers, new in 1947, these costs are $206.04 per month each.

For the two No. 12 patrols, new in 1949 and 1951, these costs are $407.07 per month each.

The monthly cost to us of this equipment while idle is, therefore $14,594.67. For the four months period the total is $58,378.68.

This shutdown cost us our fixed overhead for the four month period. The equipment overhead is included in the figure given above. However, our job overhead continued while we stood by waiting for a chance to resume work. The part of this overhead which can only be charged here is this:

	Payroll	Invoices	
Superintendent	$ 2,160.00	$ 497.12	
Engineering	1,406.70	156.59	
Office	1,804.00	488.42	
	$ 5,370.70	$ 1,142.13	$ 6,512.83
6.4% Payroll taxes and insurance			343.72
			$ 6,856.55

The sum of the items involved, the equipment costs of $58,378.68, and the overhead costs of $6,856.55, total $65,235.23. We believe this sum to be a just and equitable adjustment, entirely in line with the extent of the delays encountered by us on this job.

Very trly yours,

GIBBONS & REED CO.

A. V. Toolson
District Manager

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

6855 N.E. Halsey St., Portland 13, Ore.
March 10, 1953

26-1024
SUBJECT: 92nd Ave. O'xing
Construction delay

To:

Mr. G. S. Paxson
Bridge Engineer, O.S.H.C.,
Salem, Oregon.

Attention: Mr. P.M. Stepherson

Dear Sir:

Mr. P. M. Stephenson called to-day, stating that conversations with Mr. F. T. Young yesterday indicated that the site of the 92nd Ave. O'pass should not be available to United Builders, Inc. for a period of a week or ten days. During this intervening period Gibbons & Reed, grading contractors, will bring up the highway grade at the bridge ends excepting the corner fills that would interfere with the construction of wing walls #1 and #2. During this period they will also bring the lower roadway to grade. This proceedure should permit United Builders at that time to carry on an uninterupted construction schedule.

Mr. Taggert of United Builders was then called to relay this information. Mr. Taggert, however, stated that he had conferred with Gibbons & Reed this past week. He had been assured by them, Friday March 6th, that they, United Builders, could carry on their pile driver work due to Gibbons & Reed's expected inability to get on the site in the near future. Mr. Taggert further informed me that arrangements had been made with their material supplier to deliver the creosoted piling to the bridge site at 9:30 A.M., to-day, March 10th. He also had arrangements under way for a crane to arrive at the bridge site to drive piling tomorrow, March 11th.

Upon further discussion of these facts with Mr. Barbee and Mr. Young, Mr. Taggert was called and requested to hold his operations until further notice. This notice to be given as soon as the site is available for his construction purposes.

NOTED
STEPHENSON

Yours very truly,

J. T. Skelton

J.T. Skelton, Res. Br. Engr.

RECEIVED
MAR 11 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

c.c. Mr. A. G. Skelton
United Builders, Inc.
Mr. F. T. Young
Mr. D. J. Barbee

RECEIVED
AUG 16 1955
FOR FILING

FORM K-30 25M 9-51 52815

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25, 1955

SUBJECT: Claim of Gibbons & Reed
Parker & Johnson Contract No. 3879
Data from Grading Weekly Reports

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
Office

Dear Sir:

Data from grading resident engineer's weekly reports for weeks ending:

4-3-53	Closed Birdsdale Road to traffic and started grading for railroad shoofly (201st Avenue).
6-27-53	Grading of Rockwood Road indicated (181st Avenue).
7-25-53	Closed 148th Avenue to through traffic 7-23-53. Started grading south of railroad tracks. Grading also carried on north of railroad tracks.
8-22-53	Grading contractor completed excavation for railroad and moved to 148th Avenue. Completed available general excavation in 148th Avenue south of shoofly.
9-5-53	Excavated for footings in south highway structure.
10-10-53	Cleaned up at ends of structure so railroad could start placing their tracks over Birdsdale (201st Avenue) railroad structure.
10-24-53	Excavating for south roadbed structure at Birdsdale. Also placing gravel materials for backfill in north highway structure.
11-14-53	Railroad completed shoofly at 148th and moved the track. Contractor excavating for south structure at Birdsdale.
12-12-53	Backfilling railroad structure at Rockwood Road (181st Avenue).
1-16-54	Excavating for 148th Avenue railroad structure.
2-13-54	Excavating for 148th Avenue railroad structure and backfilling the highway structures (south) at 201st Avenue.
2-27-54	Backfilling the Rockwood Road structures (181st Avenue),

3-27-54	Finished roadbed excavation at 201st Tuesday, March 23. Excavating at Rockwood Road all week.
4-3-54	Started Thursday backfilling railroad structure at 148th Avenue.
5-1-54	U.P.R.R. started using main line at 148th Avenue. Monday p.m. eliminating shoofly. Started excavating for roadbed section and backfilling highway structure at 148th Avenue.
5-15-54	Perkins Bros., placing curbs at 148th Avenue. Steelman & Duff grading at Birdsdale Tuesday through Friday.
5-22-54	Perkins Bros., pouring curbs on Birdsdale Avenue. Steelman & Duff grading on south end of Rockwood Road.
6-5-54	Perkins Bros. on curbs at Rockwood Road. Steelman & Duff excavating on subgrade at Birdsdale Road.
6-12-54	Warren Northwest hauling base rock to Birdsdale.
6-26-54	Steelman & Duff completed backfilling structures and dressing slopes Friday at 148th Avenue.
8-21-54	Warren Northwest paved 148th base and top, Saturday.
8-28-54	Warren Northwest finished paving Birdsdale Avenue Tuesday.
9-25-54	Warren Northwest placed 3/4"-0 leveling course and primed Rockwood Road.
10-9-54	Warren Northwest placed shoulder material on 148th, 181st and 201st Avenue.
10-23-54	Two men Monday and half day Tuesday. Finished at noon Tuesday, Oct. 19. Project completed and accepted Tuesday, October 19, 1954.

Very truly yours,

J. T. Skelton
Bridge Construction Engineer

JTS/dp

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FOR FILING

323/21

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 21, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3879	20-Final	Parker-$ Johnson Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
761	R-113607	$ 9,029.92	1/21/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: July 31, 1954

Time Extensions: to Oct. 29, 1954 without penalty

Completion Date: Oct. 19, 1954

Date Accepted: Dec. 7, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-24-55

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: Ruth Rawlings

5

RECEIVED
JAN 3 - 1955
FOR FILING

[illegible] (6)
UT - [illegible] (4)
[illegible]

December 31, 1954

Glens Falls Indemnity Company
Pacific Coast Department
Sixth Floor, Mills Tower
San Francisco, California

(reported)

Gentlemen:

State Highway Contract No. 3870 for structures, grading and paving on the 122nd Avenue-Arata Road Section of the T. H. Banfield Expressway in Multnomah County was completed by the contractor, Parker-Johnson Company, on October 19, 1954, and was formally accepted by the Highway Commission on December 7, 1954.

Final payment in the amount of $9,029.92 will be released to the contractor on or after January 10, 1955. The total contract amount is $333,465.82 of which amount $1,195.06 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

mdm

cc - Rodgers Insurance Agency, Inc.
203 Title & Trust Building
Portland 4, Oregon

NOTED ON CARD

RECEIVED
NOV 15 1954
FOR FILING

B [illegible]
[illegible]
3877

November 9, 1954

Parker-Johnson Co.
2002 S. E. Clinton St.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on October 28, 1954 had under discussion your request for an extension of time, from July 31, 1954 to October 28, 1954, within which to complete your contract No. 3879, for structures, grading and paving on the 122nd Avenue-Rata Road Section of the T. H. Banfield Expressway in Multnomah County.

We are pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Lloyd Maury, Assistant Secretary

al

cc: A. G. Skelton,
Division Engineer

L. W. Allen,
Resident Engineer

G. S. Paxson,
Ass't. State Highway Engineer

RECEIVED
OCT 26 1954
FOR FILING

BFI-323(2)
UI-323(4)
3144

October 25, 1954

Request for extension of time
No. 31
October 28 and 29 meeting.

Oregon State Highway Commission

Gentlemen:

Re: 122nd Avenue-Arata Road
Section Structures
Contract No. 3079

Parker-Johnson Company, contractor on the construction of the structures on the 122nd Avenue-Arata Road Section of the T. H. Banfield Expressway in Multnomah County, has requested an extension of time from July 31, 1954, to October 29, 1954, in which to complete the contract.

All concrete work on this contract was completed before the specified completion date. Inclement weather during the spring and summer has delayed the completion of the grading and placing of the asphaltic concrete paving.

It is recommended that this extension of time be granted without penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

FMS/ds

Attached

Form E-1

BFI - 323(2)
- 323 (4)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 23, 1954

Section 122nd. Ave. - Erata Road

Kind of work Grading, Paving and Structures

Highway T.H.Banfield Expressway

Section prefix 26-1022

Contractor Parker and Johnson

Contract number 3879

Date of contract Feb. 26, 1953

Date of completion July 31, 1954

Date work started March 2, 1953

Estimated date of completion , 19

Amount of contract . . . . $ 441,365.06

Per cent of time elapsed 116.1 %

Estimated cost of completed project, exclusive of engineering . . . . $ 416,384.50

Per cent of contract completed, based on total contract price . . . . 95 %

Engineering cost to date $ 25,000, 71 %

Date project was completed October 19, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Two men worked Monday and ½ day Tuesday cleaning up, finished at Noon Tuesday.

Project Completed and ~~Excepted~~ Accepted Tuesday October 19, 1954

Office force working on semi - final .

NOTED
H. G. SMITH

RECEIVED
1954

NOTED
B. A. MARTIN

Signed James Dan Res. Engr.

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.87				
Miles partially completed	~~0.87~~				
Miles completed	0.87				
Total estimated quantities	102,000	3,500			23,00
Estimated quantities moved or placed to date	102,000	3,300			2,300
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	2				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	2						2
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	1						1
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Loader 1 ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Rain		
Wednesday	"		
Thursday	"		
Friday	Fair		
Saturday			

STATE PRINTING

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OCT 1 9 1954
FOR FILING

BFI - [illegible] (L)
[illegible] (M)

October 19, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Parker-Johnson Co. a portion of the funds heretofore retained by the Commission on contract No. 3879, for work performed on the 122nd Avenue-Arata Road Section of the T. H. Banfield Expressway in Multnomah County.

This payment, in the amount of $24,301.46, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $10,034.10. The present payment will be released on or after October 29, 1954.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

[illegible]

FOR FILING

FORM E-30X

[illegible]

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 26, 1954

SUBJECT: Claim of J. W. Adamson
Dust Damage to berries
Unit No. 5, T. H. Banfield Expressway
R 15515

To: Mr. G. S. Paxson
Assistant State Highway Engineer
Office

Dear Mr. Paxson:

This will acknowledge receipt of your letter of February 25, 1954, with which was enclosed a letter to you from Mr. A. G. Skelton dated February 23, 1954, concerning the claim of Mr. J. W. Adamson of Troutdale for alleged damages to his raspberries and boysenberries located on land that he leases from the Federal Communication Commission in the vicinity of 162nd Avenue in Multnomah County. I have briefly reviewed your file concerning this matter, and it appears that commencing about July 26, 1953, Mr. Adamson has been pressing a claim for damages to berries located on Federal Communication Commission property in the vicinity of 148th Street, and I am not clear as to whether the property referred to in Mr. Skelton's letter as being adjacent to 162nd Avenue is the same property or not.

In any event, based upon the brief information of facts as contained in the file, it appears that this alleged damage was caused by grading operations of the State's contractors, Steelman and Duff, in connection with State Highway Contract No. 3879, and that the claim, if proper, should be pursued against the State's contractor, and that it would not be a proper claim against the State.

Based upon the facts as known to me at this time, it would be my recommendation to the Highway Commission, if this claim were presented, that the claim be denied on the basis that the State was not responsible for the damage complained of and has no legal authority to respond to payment of the claim.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - W. C. Williams
R. L. May

RECEIVED

FOR FILING

FORM E-20

[illegible] (2)

[illegible] (4)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 4, 1954

SUBJECT:

To:

Mr. A. G. Shelton
Division Engineer
P. O. Box 4699, Sellwood Station
Portland 2, Oregon

L

NOTED
W. C. WILLIAMS

Dear Sir:

This is to call your attention to the letter dated January 1 from the Adamson's with reference to alleged damage to their berry field near Troutdale. I do not know whether they have any legitimate claim, but I am sure that they should be contacted with reference to their complaint.

It would be appreciated if you would see that this is done.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc W. C. Williams ✓

SUN ACRES
FARM
BILL AND FRANCES ADAMSON
192nd and N. E. Halsey
Troutdale, Oregon

January 1,1954

Mr. G. S. Paxson,
Bridge Engineer,
State Highway Department,
Salem, Oregon.

Dear Mr. Paxson:

Thank you for your letter of November 5,1953, in which you advised that your contractor would contact us about the damage to our berry field.

He has not done so.

Would you please give him another prod or give us his name. In the later case we will turn it over to our to an attorney to see if he can get some action. We feel that we have been very patient but have now reached the end of that along with the end of 1953.

Sincerely yours,

W Adamson

Copy to K. C. Williams
A. G. Skelton ✓

SUN ACRES FARM

BILL AND FRANCES ADAMSON

192nd and N. E. Halsey
Troutdale, Oregon

January 1,1954

Mr. G. S. Paxson,
Bridge Engineer,
State Highway Department,
Salem, Oregon.

Dear Mr. Paxson:

Thank you for your letter of November 5,1953, in which you advised that your contractor would contact us about the damage to our berry field.

He has not done so.

Would you please give him another prod or give us his name. In the later case we will turn it over to our to an attorney to see if he can get some action. We feel that we have been very patient but have now reached the end of that along with the end of 1953.

Sincerely yours,

HWAdamson

Copy to K. C. Williams
A. G. Skelton

FORM E-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

[illegible]
[illegible]
—3377

November 5, 1953

NOTED
W. C. WILLIAMS

Mr. J. W. Adamson
Sun Acres Fram
192nd and N. E. Halsey Street
Troutdale, Oregon

Dear Mr. Adamson:

We were sorry to learn that you had not been contacted by our contractor with reference to the damage to your berry field. We have again taken this up with him, and I hope that prior to the receipt of this letter contact has been made with you.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
cc A. G. Skelton
W. C. Williams ✓

No. 4631
By LVCW

ASSIGNMENT

Date: Nov. 2, 1953

Description: **Letter from J. W. Adamson, Sun Acres Farm, 192nd and N. E. Halsey, Troutdale, Ore., 10-29-53, regarding damage to their berry field. They are waiting for letter or call from contractor.**

Acknowledged by _ _ _ _ _ Referred to _ _**Mr. G. S. Paxson** _ _ _ _

Investigate and report with recommendation
xxxInvestigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 11-10-53 Report received _ _ _ _ _ _ _

Remarks: **See letter you dictated for my signature under date of July 29.**

SUN ACRES FARM
BILL AND FRANCES ADAMSON
192nd and N. E. Halsey
Troutdale, Oregon

NOTED
G. S. PAXSON

PLEASE RETURN TO
W. C. WILLIAMS

October 29,1953

Mr. W. C. Williams,
Asst. State Highway Engineer,
State Highway Department,
Salem, Oregon.

Dear Sir:

Ever since receiving your letter of July 29th which was in reply to our latter about damage to our berry field we have been patiently awaiting a letter or a call from the contractors. Nothing has developed.

A few days back your Mr. Mayhew called and asked that as Commissioner of the Rockwood Water District I have our man go down to the City of Portland and testify as to some facts which your attorney wished in the trial record. The man was ready to go, and spent most of the day, within thirty minutes for we wish to work with you folks to the best of our ability.

Would you prod the contractor along on the matter of damage to our berries?

Sincerely yours,

F W Adamson

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OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

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NOV 2 1953
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 25M 9-51 83216

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RAILROAD COMPANIES
File No. 4 [illegible]

B71-323(2) 71-322(4)

3829

Salem, Oregon
August 19, 1953

SUBJECT: Pux 57, 58, 59
Easement 20005
N.E. 148, Rockwood & Birdsdale Oxings
T. H. Banfield Expressway

To:	Mr. W. C. Williams ✓	
	Mr. H. G. Smith	(3)
	Mr. G. S. Paxson	(6)
	Mr. A. G. Skelton	(3)
	Mr. E. A. Collier	

NOTED
W. C. WILLIAMS

Gentlemen:

Herewith I hand you multilithed copies of agreement with Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company covering the N.E. 148th (Fisher Road) N.E. 181st Avenue (Rockwood Avenue) and N. E. 201st Avenue (Birdsdale Avenue) overcrossings in Multnomah County.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs.

Original to [illegible] for recording 8-20-53 [illegible] 12-29-53

RECEIVED
[illegible] 1953
STATE HIGHWAY ENGINEER

FORM E-30 25M 9-51 82315

ORECON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RAILROAD COMPANIES
FILE No. 713

CFI-323(2)
UI-323(4)
3271

Salem, Oregon
August 19, 1953

SUBJECT: Pux 57, 58, 59
Easement - 20005
N.E. 148, Rockwood & Birdsdale Oxings
T. H. Banfield Expressway

To: Mr. H. B. Glaisyer
Secretary, Highway Commission
OFFICE

Dear Mr. Glaisyer:

Herewith I hand you executed duplicate copy of agreement with Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company covering the N.E. 148th (Fisher Road) N.E. 181st Avenue (Rockwood Avenue) and N.E. 201st Avenue (Birdsdale Avenue) overcrossings in Multhomah County.

Duplicate multilithed copies have been sent to W. C. Williams, H. G. Smith, G. S. Paxson, A. G. Skelton and E. A. Collier.

Very truly yours,

J. W. DeSouza
J. W. DeSouza
Assistant Counsel

JWD:mb
Enc. 1

REFERRED TO
SECRETARY

Sent to [illegible]
[illegible]
8-20-53

RECEIVED
AUG 3 1953
FOR FILING

B [illegible]
UT [illegible]
[illegible]

July 29, 1953

Mr. J. W. Adamson
192nd and N. E. Halsey
Troutdale, Oregon

Dear Sir:

Reference is made to your letter of July 26 concerning damage to your berry field near 148th Avenue. We are refering this letter to our division office in Portland so that the matter may be taken up with the contractor. All of our contractors are required to carry insurance covering any damage which may legally be charged against their work.

We wish to thank you for calling this matter to our attention.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:aa
cc A. G. Skelton
G. S. Paxson

SUN ACRES FARM
BILL AND FRANCES ADAMSON
192nd and N. E. Halsey
Troutdale, Oregon

July 26th, 1953

State Highway Department,
Salem, Oregon.

Subject: Damage to berries
account construction
Banfield Expressway

Gentlemen:

We have under lease the Farming Rights of the Federal Communication Commission land enclosed by fence and located on 148th Street in Multnomah County. We have a field of raspberries and boysenberries on the north side of the land parallel to the Banfield Expressway.

Until July 23,1953 we have averaged a sale of 150 pounds per day.

On the morning of July 23,1953 the contractor began moving dirt on the new work and caused great clouds of dust which blew over the field in such size and frequency that our pickers left saying they would not work under such conditions. The dust also settled on the vines and berries to such an extent that you cannot tell whether a berry is ripe or not because of the dust coating. We understand the contractor is going to start sprinkling Monday July 7,1953 but the damage has already been done.

Had we been able to continue under regular conditions we would have been picking for two weeks more but now we have lost our regular pickers and no one wants to pick dirty berries for home use when they can get clean ones.

We feel someone should stand this loss besides ourselves.

At a minimumwe would have had ten days more picking with an average of 150 pounds per day or 1,500 pounds. Cannery price is 22¢ per pound less the 8¢ we pay pickers or a net to us of 14¢ per pound. This would make our claim in the amount of $210.00

May we hear from you promptly?

Sincerely yours,

JW Adamson

J. W. Adamson

RECEIVED
HIGHWAY COMMISSION

RECEIVED
JUL 27 1953
OREGON
STATE HIGHWAY COMMISSION

C O P Y

SUN ACRES FARM
Bill and Frances Adamson
192nd and N. E. Halsey
TROUTDALE, OREGON

July 26th, 1953

State Highway Department
Salem, Oregon

Subject: Damage to berries
account construction
Banfield Expressway

Gentlemen:

We have under lease the Farming Rights of the Federal Communication Commission land enclosed by fence and located on 148th Street in Multnomah County. We have a field of raspberries and boysenberries on the north side of the land parallel to the Banfield Expressway.

Until July 23, 1953 we have averaged a sale of 150 pounds per day.

On the morning of July 23, 1953 the contractor began moving dirt on the new work and caused great clouds of dust which blew over the field in such size and frequency that our pickers left saying they would not work under such conditions. The dust also settled on the vines and berries to such an extent that you cannot tell whether a berry is ripe or not because of the dust coating. We understand the contractor is going to start sprinkling Monday July 27, 1953 but the damage has already been done.

Had we been able to continue under regular conditions we would have been picking for two weeks more but now we have lost our regular pickers and no one wants to pick dirty berries for home use when they can get clean ones.

We feel someone should stand this loss besides ourselves.

At a minimum we would have had ten days more picking with an average of 150 pounds per day or 1,500 pounds. Cannery price is 22¢ per pound less the 8¢ we pay pickers or a net to us of 14¢ per pound. This would make our claim in the amount of $210.00.

May we hear from you promptly?

Sincerely yours,

/s/ J. W. Adamson

J. W. Adamson

Original to Mr. Paxson
with note: "Responsibility,
if any, would appear to be contractor or his surety. Please
furnish data to Legal Dept. so
reply can be made relative this
claim." (sgd) Williams

RECEIVED
MAY 7 1953
FOR FILING

May 5, 1953

Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Attention: Mr. A. McCallister
Superintendent

Gentlemen:

Re: Shooflies at 148th Avenue,
Rockwood Road and Birdsdale Avenue

This is to advise our approval of your purchasing the ballast for the railroad shoofly tracks at 148th Avenue, Rockwood Road and Birdsdale Avenue undercrossing project, and for the hiring of a blade grader to spread this material.

The approval of the purchasing of the material rather than the furnishing of the same from the railroad sources is to take advantage of a material saving that can be made in the total cost of the ballast material in place.

This approval carries with it the approval of the inclusion of the cost of this material and the spreading as a reimbursable item under the terms of General Memorandum 299.

Very truly yours,

R. H. Baldock

By

W. C. Williams
Asst. State Highway Engineer

GSP:cb
cc G. S. Paxson

8

Form E-1

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 2, 1953., 19

Section 122nd Ave. - Arata Road

Kind of work Structures, Grading & Paving

Highway T.H.Banfield Expressway

Section prefix 26-1022

Contractor Parker & Johnson Co.

Contract number 3879

Date of contract Feb. 26, 1953., 19

Date of completion 7/31/54, 19

Date work started March 2, 1953., 19

Estimated date of completion 7/31/54, 19

Amount of contract $364,607.50

Per cent of time elapsed 11.77%

Estimated cost of completed project, exclusive of engineering $

Per cent of contract completed, based on total contract price %

Engineering cost to date $, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work this week due to wet weather.

NOTED
FORREST COOPER

RECEIVED

NOTED
B. A. MARTIN

co. Mr. J.T.Skelton

Signed D J Barbee D.J.Barbee, Res. Engr.

Address P.O.Box 4699, Portland 2, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.67				
Miles partially completed	0				
Miles completed	0				
Total estimated quantities	113,456				
Estimated quantities moved or placed to date	4,500				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	None				
Hours per shift	"				
Average force on project for week	"				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	"		
Wednesday	Showers		
Thursday	Rain		
Friday	"		
Saturday			

STATE PRINTING

Form E-1

K11-3[illegible]
U1-[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 25,1953, 19

Section 122nd Ave.-Arata Road

Kind of work Structures,Grading & Paving

Highway T.H.Banfield Expressway

Section prefix 26-1022

Contractor Parker & Johnson Co.

Contract number 3879

Date of contract Feb.26.1953, 19

Date of completion 7-31-54, 19

Date work started March 2,1953, 19

Estimated date of completion 7-31-54, 19

Amount of contract . . . . $ 364,607.50

Per cent of time elapsed 10.5 %

Estimated cost of completed project, exclusive of engineering . . . . $

Per cent of contract completed, based on total contract price . . . . %

Engineering cost to date $, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed hauling material to Birdsdale Shofly. Material was hauled from Rockwood Road to get suitable material.

Grading in Birdsdale Avenue and hauling material to embankment areas,stations 596 to 600.

NOTED
FORREST COOPER

RECEIVED
APR 27 1953
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

cc: Mr. J. T. Skelton

Signed D.J. Barbee D.J.Barbee,Res.Engr.

Address P.O.Box 4699, Portland 2,Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.67				
Miles partially completed	0				
Miles completed	0				
Total estimated quantities	113,456				
Estimated quantities moved or placed to date	4,500				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ....1...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Cloudy		
Wednesday	Showers		
Thursday	Cloudy		
Friday	Fair		
Saturday	"		

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 18,1953, 19

Section 122nd Ave.-Arata Road

Kind of work Structures, grading & paving

Highway T.H.Banfield Expressway

Section prefix 26-1022

Contractor Parker & Johnson Co.

Contract number 3879

Date of contract Feb.26,1953, 19

Date of completion 7-31-54, 19

Date work started March 2,1953, 19

Estimated date of completion 7-31-54, 19

Amount of contract $ 364,607.50

Per cent of time elapsed 10.8 %

Estimated cost of completed project, exclusive of engineering $ 459,807.84

Per cent of contract completed, based on total contract price %

Engineering cost to date $, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Excavated and graded in Rockwood Road and hauled excavated material to Birdsdale Shofly. Took some topsoil from Rockwood Road to Birdsdale Shofly and the balance to dump area sta. 596-600. Graded in gravel material at Rockwood Road and hauled to Birdsdale Shofly.

NOTED
FORREST COOPER

RECEIVED
APR 21 1953
OFFICE OF
CONSTRUCTION ENGINEER

cc. Mr. J.T.Skelton

Signed DJ Barbee D.J.Barbee, Res. Engr.

Address P.O.Box 4699,Portland,Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.67				
Miles partially completed	0				
Miles completed	0				
Total estimated quantities	113,456				
Estimated quantities moved or placed to date	3,800				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ....1...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Cloudy		
Tuesday			
Wednesday	Overcast		
Thursday	Rain		
Friday	Cloudy		
Saturday			

STATE PRINTING

Form E-1

EF1-3[illegible]
11-1[illegible](1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 11, 1953, 19

Section 122nd Ave.-Arata Road

Highway T.H.Banfield Expressway

Contractor Parker & Johnson Co.

Date of contract Feb. 26, 1953, 19

Date work started March 2, 1953, 19

Amount of contract $ 364,607.50

Kind of work Structures, grading, & paving

Section prefix 26-1022

Contract number 3879

Date of completion 7-31-54, 19

Estimated date of completion 7-31-54, 19

Per cent of time elapsed 8.2 %

Estimated cost of completed project, exclusive of engineering $ 459,807.84

Per cent of contract completed, based on total contract price 5 %

Engineering cost to date $ 1500, 4.3 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor grading in Birdsdale Ave. and hauling to "L" line station 600. Grading work shut down Tuesday due to wet material.

NOTED
FORREST COOPER

RECEIVED
APR 13 1953
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed D. J. Barbee D.J.Barbee, Res.Engr.

Address P.O.Box 4699, Portland, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.67				
Miles partially completed	0				
Miles completed	0				
Total estimated quantities	113,456				
Estimated quantities moved or placed to date	3,300				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							2
Men and tractors							

Equipment used during week: Shovels ...1......, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...1......, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	"		
Tuesday	Showers		
Wednesday	Rain		
Thursday	Cloudy		
Friday			
Saturday			

STATE PRINTING

PARKER-JOHNSON COMPANY - Contract No. 3879
(122nd Avenue-Arata Road Sect . Structures)

Policy No. CL 111619 and Cert. of Ins.
Expires 2-11-54

Policy No. SPL 88566
Expires 8-26-54

[illegible] accepted 12-1-5

Completed 10-19-54

BRI - 323(2)
UI - 323(4)

FORM E-30 25M 9-51 52315

CERTIFICATE OF INSURANCE

This is to Certify to OREGON STATE HIGHWAY COMMISSION

ADDRESS SALEM, OREGON

that the below described policy or policies have been issued by the GLENS FALLS INDEMNITY COMPANY to

Name of Insured RALPH E. PARKER and CHARLES J. JOHNSON, DBA, PARKER JOHNSON COMPANY and RALPH E. PARKER and CHARLES J. JOHNSON, as indifiduals

Address 2002 S. E. Clinton Street, Portland, Oregon

Said policies are in force as of February 26th 1953 and cover in accordance with the conditions thereof, at the following

location

Kind of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Workmen's Compensation				As provided by Workmen's Compensation Law, State of: Oregon
Public Liability	CL111619	Feb.11,1953	Feb.11,1954	$ 200,000.00 each person 400,000.00 each accident
Property Damage Liability	" "	" "	" "	200,000.00 each accident 400,000.00 aggregate
Contingent (Protective) Liability	SPL 88566	Feb.26,1953	Aug.26,1954	$ 200,000.00 each person 400,000.00 each accident
Contingent (Protective) Property Damage	" "	" "	" "	200,000.00 each accident 400,000.00 aggregate
Products Public Liability	CL111619	Feb.11,1953	Feb.11,1954	$ 200,000.00 each person 400,000.00 each accident aggregate
Products Property Damage	" "	" "	" "	$ 200,000.00 each accident 400,000.00 aggregate

In the event of cancelation by the company of any of the above enumerated policies it is the intention of the company to give five (5) days written notice to the holder of this certificate at the address stated above.

Contract 3879

GLENS FALLS INDEMNITY COMPANY

Allyn R. Hunter

Authorized Representative

RODGERS INSURANCE AGENCY, INC.

Form 7443—CK—3-46

FORM E-30 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 7, 1953

SUBJECT: 122nd Avenue-Arata Road Section Structures
Contract 3879

To: Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Dear Sir:

We are handing you Glens Falls Indemnity Company Policy number CL111619 with certificate of insurance attached and Glens Falls Indemnity Company Policy number SPL88566. These policies are furnished by Parker-Johnson Company in answer to the insurance requirements contained in the above contract. These policies have been reviewed by the Legal Department and appear to meet the contract requirements. These policies are handed you for filing.

Very truly yours,

C. A. Gardner
Bridge Office Engineer

CAG:iw
Attached

Policy No. SPL 88566

Renewal of SPL NEW

GLENS FALLS INDEMNITY CO.

Manufacturers' and Contractors' Liability
(Schedule Form)

Portland, Oregon OFFICE

Rodgers Ins. Agency, Inc. AGENT OR BROKER

INDEX	IMP.	POL. REG.	RATES	APPROVED	CANC. ACCTS. ENTERED	ACCOUNTS ENTERED

Item 1. Name of Insured UNION PACIFIC RAILROAD COMPANY (see endorsement att[illegible]d)
(State whether individual, co-partnership or corporation)

Address Pittock Block, Portland, Oregon

Item 2. Policy Period: From February 26th 1953 to August 26th 1954 at 12:01 A. M., standard time at the address of the named insured as stated herein.

Item 3. The insurance afforded is only with respect to such and so many of the following coverages and divisions thereunder as are indicated by entries of the word "Yes" in the appropriate columns set forth below and the insertion of a specific premium charge or charges in Item 4 of the Declarations.

HAZARDS	LIMITS OF LIABILITY Coverage A Bodily Injury Liability		LIMITS OF LIABILITY Coverage B Property Damage Liability		*Indicate by word "Yes" the Coverages Afforded* Coverage A	Coverage B
DIVISION 1—Premises—Operations	$ 	Each Person Each Accident	$ 	Each Accident Aggregate		
DIVISION 2—Elevators	$ 	Each Person Each Accident	$	Each Accident		
DIVISION 3—Products	$ 	Each Person Each Accident Aggregate	$ 	Each Accident Aggregate		
DIVISION 4—Teams	$ 	Each Person Each Accident	$	Each Accident		
DIVISION 5—Contractual	$ 	Each Person Each Accident	$ 	Each Accident Aggregate		
DIVISION 6—Independent contractors	200,000.00 400,000.00	Each Person Each Accident	200,000.00 400,000.00	Each Accident Aggregate	YES	YES

Item 4.	Locations rated on basis of payroll expended:		Rates per $100 of	Advance Premiums

IT IS HEREBY UNDERSTOOD AND AGREED THAT the words "caused by accident" are hereby deleted from Coverage "A" and "C" of this policy and the word "accident" is amended to read "occurence" whereever it appears in the policy.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the policy, other than as above stated.

This endorsement is to take effect as of the 26th day of FEBRUARY, 19 53, at 12:01 (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. SPL 88566 issued by the Glens Falls Indemnity Company, Glens Falls, N. Y., to UNION PACIFIC RAILROAD, et al but the same shall not be binding unless countersigned by a duly authorized agent of the company.

G. D. Mead
PRESIDENT

Countersigned by: RODGERS INSURANCE AGENCY, INC.

Authorized Agent

FORM 7074-C-1 7-52-20M 810545

the insured named herein shall not be liable for payment

Policy No. SPL 88566

LENS FALLS INDEMNITY CO.
Manufacturers' and Contractors' Liability
(Schedule Form)

Portland, Oregon
OFFICE

Rodgers Ins. Agency, Inc.
AGENT & ADDRESS

It is hereby agreed that the name of the insured reads as follows:

Oregon-Washington Railroad & Navigation Company, (Union Pacific Railroad Company, Lessee), and the Western Union Telegraph Company, as their interests may appear.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the policy, other than as above stated.

This endorsement is to take effect as of the 26th day of FEBRUARY, 19 53 at 12:01 (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. SPL 88566 issued by the Glens Falls Indemnity Company, Glens Falls, N. Y., to UNION PACIFIC RAILROAD CO., et al but the same shall not be binding unless countersigned by a duly authorized agent of the company.

G. D. Mead
PRESIDENT

Countersigned by: RODGERS INSURANCE AGENCY, INC
Authorized Agent

FORM 7074-C-1 7-52-20M B10545

[illegible] The insured named herein shall not be liable for payment of all or any part thereof, and the insurance company waives any right to examine, audit or inspect the books or records of the insured.

ENDORSEMENT NO. 1

(1) The correct names of the Insured are: Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and the Western Union Telegraph Company.

(2) The contractor referred to in this policy will perform the work herein described under a written contract or contracts with the State Highway Commission of Oregon. Said contractor's correct name is PARKER-JOHNSON COMPANY, a co-partnership, and said contractor's correct address is 2002 S. E. Clinton Street, Portland, Oregon. This policy shall include and cover all loss, cost, damage, injury, expense, claims, demands, causes of action and liability suffered or incurred by the insured or any of them in consequence of, or in connection with, said work or the presence or existance of personnel, material or equipment of said contractor or sub-contractors in connection therewith, and ommissions or supervisory acts of the insured in connection with the aforesaid work.

(3) The work to be performed by said contractor under said contract is described as follows: Construction of 122nd Avenue-Arata Road Section Structures, Grading and Paving on the T.H. Banfield Expressway in Multnomah County under Oregon State Highway Commission Contract No. 3879, dated February 26th, 1953.

(4) The insurance company issuing this policy will look to the contractor hereinbefore named for payment of all premiums and other amounts due or becoming due said insurance company under or by virtue of this policy and endorsement herein. The insured named herein shall not be liable for payment of all or any part thereof, and the insurance company waives any right to examine, audit or inspect the books or records of the insured.

(5) The following paragraphs under "Exclusions" of the policy hereby are deleted in their entirety: (b), (d), (e), (f), (g), (j), and (k).

(6) Coverages A and B under "Insuring Agreements" of this policy hereby are amended to read as follows;

"Coverage A - Bodily Injury Liability. To pay on behalf of the insured all sums which the insured shall become obligated to pay by reason of liability imposed by law or contract, for damages (including damages for care and loss of services) because of bodily injury, sickness or disease (including death at any time resulting therefrom), sustained by any person or persons (including Passengers and employes of the insured as well as other persons) arising or resulting from or by reason of the work of the contractor or subcontractors, or the presence or existence of personnel, material or equipment of said contractor or subcontractors in connection therewith".

"Coverage B - Property Damage. To pay on behalf of the insured all sums which the insured shall become obligated to pay by reason of liability imposed by law or contract, for damages because of damage to or destruction

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the policy, other than as above stated.

This endorsement is to take effect as of the 26th day of February, 19 53, at 12:00 A.M. (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. SPL88566 issued by the Glens Falls Indemnity Company, Glens Falls, N. Y., to UNION PACIFIC RAILROAD CO., et al, but the same shall not be binding unless countersigned by a duly authorized agent of the company.

G. D. Mead
PRESIDENT

Countersigned by: RODGERS INSURANCE AGENCY, INC

Authorized Agent

Authorized Agent

FORM 7074-C-2 8-48-10M R22590

FORM 7074-C-2 8-48-10M R22590

of property (including loss of use thereof), arising or resulting from or by reason of the work of the contractor or subcontractors, or the presence or existence of personnel, material or equipment of said contractor or subcontractors in connection therewith; also to pay the insured for injury to or destruction of property of the insured arising or resulting from the cause aforesaid."

(7) Anything in this policy to the contrary notwithstanding, coverage provided under this policy is exclusive of any insurance carried by the insured or the fact that the insured or any of them may have other valid and collectible insurance covering this same risk.

(8) The insurance company hereby waives any right or subrogation against the contractor or subcontractors herein elsewhere mentioned, or against any affiliated subsidiary or related corporation of the insured, or against officers, agents, servents or employees of the insured.

(9) Any thing in this policy to the contrary notwithstanding, this policy may not be canceled by the insurance company without mailing to the insured written notice stating when, not less than 30 days thereafter, such cancellation shall be effective; and such cancellation shall not in any event affect any obligations of said insurance company resulting from or based upon matters occurring prior to the effective date of such cancellation.

(10) This policy and any and all other endorsements attached thereto, in so far as they are inconsistent with this endorsement, hereby are modified to conform with this endorsement.

Special Provisions:

Item 5 of the Declarations is hereby eliminated.

This policy covers the contractor's use of the temporary private overcrossing of the Union Pacific Company's tracts at Railroad Station 619-+- 84, just east of the Cereghino Overcrossing.

The first paragraph of Item 11 of the Conditions is amended to read as follows: "Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all of the terms of this policy, not until the amount of the insured's obligation to pay for injury to or death of others shall have been finally determined either by judgement against the insured after actual trial or by written agreement of the insured, the claimant, and the company."

This endorsement shall become effective on the effective date of this policy,.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the policy, other than as above stated.

This endorsement is to take effect as of the 26th day of February, 1953, at 12:01 (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. SPL 88566 issued by the Glens Falls Indemnity Company, Glens Falls, N. Y., to UNION PACIFIC RAILROAD COMPANY, et al, but the same shall not be binding unless countersigned by a duly authorized agent of the company.

Countersigned by: RODGERS INS.AGENCY, INC.

Authorized Agent

G. D. Mead
PRESIDENT

FORM 7074-C-2 8-48-10M 822590

Locations otherwise rated:	Part Occupied by Insured	Part Covered by This Policy

2. **ELEVATORS**—Location of premises.	Kind of Elevator	No. of Elevators	Rates Per Elevator	
			Liability	Prop. Dam.

3. **PRODUCTS**—Nature of product handled and sold.	Estimated Annual Sales	Rates Per $1000 of Sales	
		Liability	Prop. Dam.

4. **TEAMS**—Description of and places where used.	Estimated No. of Teams	Rates Per Team	
		Liability	Prop. Dam.

5. **CONTRACTUAL**

6. **INDEPENDENT CONTRACTORS**—Location and description of work.	Estimated Cost of Work	Rates Per $100 of Cost			
		Liability	Prop. Dam.		
Oregon State Highway Contract#3879 for 122nd Ave.-Arata Road Section Structures, Grading &Paying on the T.H.Benfield Expressway in Multnomah County.	$364,607.50	.112	.072	$408.59	$262.66

Minimum Premiums	Coverage A	Coverage B		Coverage A	Coverage B	Total Advance Premium
Division 1 .	$	$	Division 4 .	$	$	$ 671.25
" 3 .	$	$	" 6 .	$	$	

Item 5. The named insured does not use the premises for any undisclosed purposes, and does not conduct any business operations at any undisclosed location, *except as herein stated*: Eliminated as per endorsement attached

Item 6. No insurer has canceled any similar insurance issued to the named insured during the past year, *except as herein stated*: No Exceptions

RODGERS INSURANCE AGENCY, INC.

Form 7917

11-50 B

GLENS FALLS INDEMNITY COMPANY

GLENS FALLS, NEW YORK

(A Stock Insurance Company, herein called the Company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. Coverage A—Bodily Injury Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by accident.

Coverage B—Property Damage Liability—Automobile

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

Coverage C—Property Damage Liability—Except Automobile

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident.

II. Defense, Settlement, Supplementary Payments

As respects the insurance afforded by the other terms of this policy the company shall:

(a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the insured in the event of automobile accident or automobile traffic law violation during the policy period, not to exceed the usual charges of surety companies nor $100 per bail bond, but without any obligation to apply for or furnish any such bonds;

(c) pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

(d) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

(e) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request.

The amounts incurred under this insuring agreement, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

III. Definition of Insured

The unqualified word "insured" includes the named insured and also includes (1) under coverages A and C, any partner, executive officer, director or stockholder thereof while acting within the scope of his duties as such, except with respect to the ownership, maintenance or use of automobiles while away from premises owned, rented or controlled by the named insured or the ways immediately adjoining, and (2) under coverages A and B, any person while using an owned automobile or a hired automobile and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by the named insured or with his permission, and any executive officer of the named insured with respect to the use of a non-owned automobile in the business of the named insured. The insurance with respect to any person or organization other than the named insured does not apply under division (2) of this insuring agreement:

(a) with respect to an automobile while used with any trailer owned or hired by the insured and not covered by like insurance in the company; or with respect to a trailer while used with any automobile owned or hired by the insured and not covered by like insurance in the company;

(b) to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station or public parking place, with respect to any accident arising out of the operation thereof;

(c) to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of an automobile in the business of such employer;

(d) with respect to any hired automobile, to the owner thereof or any employee of such owner;

(e) with respect to any non-owned automobile, to any executive officer if such automobile is owned by him or a member of his household.

IV. Policy Period, Territory

This policy applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, Canada or Newfoundland. With respect to automobiles this policy also applies to accidents which occur during the policy period while the automobile is being transported between ports thereof.

EXCLUSIONS

This policy does not apply:

(a) to liability assumed by the insured under any contract or agreement except under coverages A and C, a contract as defined herein;

(b) under coverages A and C, except with respect to operations performed by independent contractors, to watercraft while away from premises owned, rented or controlled by the named insured, or aircraft, or the loading or unloading thereof;

(c) under coverage A, except with respect to liability assumed under contract covered by this policy, to bodily injury to or sickness, disease or death of any employee of the insured while engaged in the employment of the insured, other than a domestic employee whose injury arises out of an automobile covered by this policy and for whose injury benefits are not payable or required to be provided under any workmen's compensation law; or to any obligation for which the insured or any company as his insurer may be held liable under any workmen's compensation law;

(d) under coverage B, to injury to or destruction of property owned by, rented to, in charge of or transported by the insured;

(e) under coverage C, except with respect to operations performed by independent contractors, to automobiles while away from premises owned, rented or controlled by the named insured or the ways immediately adjoining, or the loading or unloading thereof;

(f) under coverage C, to injury to or destruction of (1) property owned, occupied or used by or rented to the insured, or (2) except with respect to liability assumed under sidetrack agreements and the use of elevators or escalators, property in the care, custody or control of the insured, or (3) any goods or products manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;

(g) under coverage C, except with respect to liability assumed under contract covered by this policy and except in so far as this exclusion is stated in this policy to be inapplicable, to (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, elevator tanks or cylinders, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators, in so far as any of these occur on or from premises owned or rented by the named insured and injure or destroy buildings or contents thereof.

CONDITIONS

The conditions, except conditions 4, 5, 6 and 8, apply to all coverages.
Conditions 4, 5, 6 and 8 apply only to the coverage or coverages noted thereunder.

1. PREMIUM: The premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis:

(1) the word "remuneration" means (a) the entire remuneration earned during the policy period by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company, and subject with respect to each executive officer to a maximum and a minimum of

out of injury to or destruction of property, including the loss of use thereof caused by operations performed for the named insured by independent contractors or omissions or supervisory acts of the insured in connection therewith, except maintenance or ordinary alterations and repairs on premises owned or rented by the named insured. The limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, with respect to each contract. These limits apply separately to each project with respect to operations being performed away from premises owned or rented by the named insured.

7. LIMITS OF LIABILITY: The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

8. FINANCIAL RESPONSIBILITY LAWS—Coverages A and B:

mobile covered by this policy and for whose injury benefits are not payable or required to be provided under any workmen's compensation law; or to any obligation for which the insured or any company as his insurer may be held liable under any workmen's compensation law;

(d) under coverage B, to injury to or destruction of property owned by, rented to, in charge of or transported by the insured;

(e) under coverage C, except with respect to operations performed by independent contractors, to automobiles while away from premises owned, rented

applicable, to (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, elevator tanks or cylinders, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators, in so far as any of these occur on or from premises owned or rented by the named insured and injure or destroy buildings or contents thereof.

CONDITIONS

The conditions, except conditions 4, 5, 6 and 8, apply to all coverages.
Conditions 4, 5, 6 and 8 apply only to the coverage or coverages noted thereunder.

1. PREMIUM: The premium stated in the declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis:

(1) the word "remuneration" means (a) the entire remuneration earned during the policy period by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company, and subject with respect to each executive officer to a maximum and a minimum of $100 and $30 per week, and (b) the remuneration of each proprietor at a fixed amount of $2,000 per annum;

(2) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

(3) the word "cost" means the total cost of all operations performed for the named insured during the policy period by independent contractors on each separate project, including materials used or delivered for use, except maintenance or ordinary alterations and repairs on premises owned or rented by the named insured;

(4) the word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period, and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division;

(5) the words "cost of hire" mean the amount incurred for hired automobiles, including remuneration of the named insured's chauffeurs employed in the operation of such automobiles;

(6) the words "Class 1 persons" means the following persons, provided their usual duties in the business of the named insured include the use of non-owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;

(7) the words "Class 2 employees" mean all employees, including officers, of the named insured, not included in Class 1 persons.

The named insured shall maintain for each hazard records of the information necessary for premium computation.

2. INSPECTION AND AUDIT: The company shall be permitted to inspect the insured premises, operations, automobiles and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

3. DEFINITIONS:

(a) **Contract.** The word "contract" means a warranty of goods or products or, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) **Automobile.** Except where stated to the contrary, the word "automobile" means a land motor vehicle or trailer as follows:

(1) **Owned Automobile**—an automobile owned by the named insured;

(2) **Hired Automobile**—an automobile used under contract in behalf of, or loaned to, the named insured provided such automobile is not owned by or registered in the name of (a) the named insured or (b) an executive officer thereof or (c) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

(3) **Non-owned Automobile**—any other automobile.

The following described equipment shall not be deemed an automobile except while towed by or carried on a motor vehicle not so described: any crawler-type tractor, farm implement, ditch or trench digger, power crane or shovel, grader, scraper, roller, well drilling machinery, asphalt spreader, concrete mixer, mixing and finishing equipment for highway work, other than a concrete mixer of the mix-in-transit type, and, if not subject to motor vehicle registration, any equipment used principally on premises owned by or rented to the named insured, farm tractor or trailer.

(c) **Semitrailer.** The word "trailer" includes semitrailer.

(d) **Two or More Automobiles.** The terms of this policy apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.

(e) **Use.** Use of an automobile includes the loading and unloading thereof.

(f) **Products Hazard.** The term "products hazard" means (1) the handling or use of, the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the named insured, other than equipment rented to or located for use of others but not sold, if the accident occurs after the insured has relinquished possession thereof to others and away from premises owned, rented or controlled by the insured or on premises for which the classification stated in the company's manual excludes any part of the foregoing; (2) operations, if the accident

out of injury to or destruction of property, including the loss of use thereof caused by operations performed for the named insured by independent contractors or omissions or supervisory acts of the insured in connection therewith, except maintenance or ordinary alterations and repairs on premises owned or rented by the named insured. The limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, with respect to each contract. These limits apply separately to each project with respect to operations being performed away from premises owned or rented by the named insured.

7. LIMITS OF LIABILITY: The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

8. FINANCIAL RESPONSIBILITY LAWS—Coverages A and B: Such insurance as is afforded by this policy for bodily injury liability or property damage liability shall comply with the provisions of the motor vehicle financial responsibility law of any state or province which shall be applicable with respect to any such liability arising out of the ownership, maintenance or use during the policy period of any automobile insured hereunder, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

9. NOTICE OF ACCIDENT: When an accident occurs written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

10. NOTICE OF CLAIM OR SUIT: *If claim is made or suit is brought* against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

11. ASSISTANCE AND COOPERATION OF THE INSURED: The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

12. ACTION AGAINST COMPANY: No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

13. OTHER INSURANCE: If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, the insurance under this policy with respect to loss arising out of the use of any non-owned automobile shall be excess insurance over any other valid and collectible insurance available to the insured, either as an insured under a policy applicable with respect to such automobile or otherwise. The insurance under this policy shall be excess insurance with respect to loss against which the named insured has other insurance disclosed to the company as in effect on the effective date of this policy and upon the basis of which premium credit for other insurance is given but shall apply only in the amount by which the applicable limit of liability stated in the declarations exceeds the total applicable limits of liability of all valid and collectible insurance upon the basis of which premium credit is given.

14. SUBROGATION: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

15. THREE YEAR POLICY: A policy period of three years is comprised of three consecutive annual periods. Rates for the automobile hazards are subject to amendment for the second and third annual periods in accordance with the company's rules and rating plans. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period in the same manner in which they would apply if the policy period were one year.

16. CHANGES: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized usual duties in the business of the named insured [illegible] owned automobiles: (a) all employees, including officers, of the named insured compensated for the use of such automobiles by salary, commission, terms of employment, or specific operating allowance of any sort; (b) all direct agents and representatives of the named insured;

(7) the words "Class 2 employees" mean all employees, including officers, of the named insured, not included in Class 1 persons.

The named insured shall maintain for each hazard records of the information necessary for premium computation.

2. INSPECTION AND AUDIT: The company shall be permitted to inspect the insured premises, operations, automobiles and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

3. DEFINITIONS:

(a) **Contract.** The word "contract" means a warranty of goods or products or, if in writing, a lease of premises, easement agreement, agreement required by municipal ordinance, sidetrack agreement, or elevator or escalator maintenance agreement.

(b) **Automobile.** Except where stated to the contrary, the word "automobile" means a land motor vehicle or trailer as follows:

(1) **Owned Automobile**—an automobile owned by the named insured;

(2) **Hired Automobile**—an automobile used under contract in behalf of, or loaned to, the named insured provided such automobile is not owned by or registered in the name of (a) the named insured or (b) an executive officer thereof or (c) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

(3) **Non-owned Automobile**—any other automobile.

The following described equipment shall not be deemed an automobile except while towed by or carried on a motor vehicle not so described: any crawler-type tractor, farm implement, ditch or trench digger, power crane or shovel, grader, scraper, roller, well drilling machinery, asphalt spreader, concrete mixer, mixing and finishing equipment for highway work, other than a concrete mixer of the mix-in-transit type, and, if not subject to motor vehicle registration, any equipment used principally on premises owned by or rented to the named insured, farm tractor or trailer.

(c) **Semitrailer.** The word "trailer" includes semitrailer.

(d) **Two or More Automobiles.** The terms of this policy apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.

(e) **Use.** Use of an automobile includes the loading and unloading thereof.

(f) **Products Hazard.** The term "products hazard" means (1) the handling or use of, the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the named insured, other than equipment rented to or located for use of others but not sold, if the accident occurs after the insured has relinquished possession thereof to others and away from premises owned, rented or controlled by the insured or on premises for which the classification stated in the company's manual excludes any part of the foregoing; (2) operations, if the accident occurs after such operations have been completed or abandoned at the place of occurrence thereof and away from premises owned, rented or controlled by the insured, except (a) pick-up and delivery, (b) the existence of tools, uninstalled equipment and abandoned or unused materials and (c) operations for which the classification stated in the company's manual specifically includes completed operations; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to a service or maintenance agreement.

(g) **Assault and Battery.** Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

4. LIMITS OF LIABILITY—Coverage A: The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person in any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons in any one accident.

5. LIMITS OF LIABILITY—PRODUCTS—Coverages A and C: The limits of bodily injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the company's liability for all damages arising out of the products hazard. All such damages arising out of one prepared or acquired lot of goods or products shall be considered as arising out of one accident.

6. LIMITS OF LIABILITY—Coverage C: The limit of property damage liability stated in the declarations as "aggregate operations" is the total limit of the company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by the ownership, maintenance or use of premises or operations rated upon a remuneration premium basis or by contractors' equipment rated on a receipts premium basis. The limit of property damage liability stated in the declarations as "aggregate protective" is the total limit of the company's liability for all damages arising

quest, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

12. ACTION AGAINST COMPANY: No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

13. OTHER INSURANCE: If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, the insurance under this policy with respect to loss arising out of the use of any non-owned automobile shall be excess insurance over any other valid and collectible insurance available to the insured, either as an insured under a policy applicable with respect to such automobile or otherwise. The insurance under this policy shall be excess insurance with respect to loss against which the named insured has other insurance disclosed to the company as in effect on the effective date of this policy and upon the basis of which premium credit for other insurance is given but shall apply only in the amount by which the applicable limit of liability stated in the declarations exceeds the total applicable limits of liability of all valid and collectible insurance upon the basis of which premium credit is given.

14. SUBROGATION: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

15. THREE YEAR POLICY: A policy period of three years is comprised of three consecutive annual periods. Rates for the automobile hazards are subject to amendment for the second and third annual periods in accordance with the company's rules and rating plans. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period in the same manner in which they would apply if the policy period were one year.

16. CHANGES: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

17. ASSIGNMENT: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless canceled, shall, if written notice be given to the company within sixty days after the date of such death or adjudication, cover (1) the named insured's legal representative as the named insured, and (2) subject otherwise to the provisions of Insuring Agreement III, any person having proper temporary custody of any owned automobile or hired automobile, as an insured, until the appointment and qualification of such legal representative but in no event for a period of more than sixty days after the date of such death or adjudication.

18. CANCELATION: This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter such cancelation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than five days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancelation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing. If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancelation is effected and, if not then made, shall be made as soon as practicable after cancelation becomes effective. The company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the named insured.

19. TERMS OF POLICY CONFORMED TO STATUTE: Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

20. DECLARATIONS: By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the GLENS FALLS INDEMNITY COMPANY has caused this policy to be signed by its President and by its Secretary, but the same shall not be binding until countersigned by a duly authorized agent of the company.

A.W. Morgan
SECRETARY

G.D. Mead
PRESIDENT

11-50 B

SHORT RATE CANCELLATION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5%	154-156	53%
2	6	157-160	54
3- 4	7	161-164	55
5- 6	8	165-167	56
7- 8	9	168-171	57
9- 10	10	172-175	58
11- 12	11	176-178	59
13- 14	12	179-182 (6 mos.)	60
15- 16	13	183-187	61
17- 18	14	188-191	62
19- 20	15	192-196	63
21- 22	16	197-200	64
23- 25	17	201-205	65
26- 29	18	206-209	66
30- 32 (1 mo.)	19	210-214 (7 mos.)	67
33- 36	20	215-218	68
37- 40	21	219-223	69
41- 43	22	224-228	70
44- 47	23	229-232	71
48- 51	24	233-237	72
52- 54	25	238-241	73
55- 58	26	242-246 (8 mos.)	74
59- 62 (2 mos.)	27	247-250	75
63- 65	28	251-255	76
66- 69	29	256-260	77
70- 73	30	261-264	78
74- 76	31	265-269	79
77- 80	32	270-273 (9 mos.)	80
81- 83	33	274-278	81
84- 87	34	279-282	82
88- 91 (3 mos.)	35	283-287	83
92- 94	36	288-291	84
95- 98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

COMPREHENSIVE GENERAL — AUTOMOBILE LIABILITY POLICY

(PACIFIC COAST FORM)

No. C. L.

ISSUED TO

Expires

At Twelve and One Minute o'Clock A. M.

Glens Falls

Indemnity Company
Glens Falls, New York

PACIFIC COAST DEPARTMENT
R. H. GRIFFITH, VICE-PRESIDENT
SIXTH FLOOR MILLS TOWER SAN FRANCISCO

SPECIMEN

PLEASE READ CONDITIONS OF THIS POLICY

2-52 B

No. C. L. 111619

Renewal of No. CL 108899

COMPREHENSIVE GENERAL
AUTOMOBILE LIABILITY POLICY
(Pacific Coast Form)

Glens Falls Indemnity Company

Glens Falls, New York

(A Stock Insurance Company, herein called the Company)

DECLARATIONS

1. Name of Insured RALPH E. PARKER and CHARLES J. JOHNSON, DBA PARKER-JOHNSON COMPANY and RALPH E. PARKER and CHARLES J. JOHNSON, as individuals

2. Address of Insured 2002 S. E. Clinton Street, Portland, Oregon

3. The Insured is Co-Partnership and Individuals
(Individual, Co-partnership, Corporation, Trustee or Estate)

4. Policy Period: From February 11th, 1953 to February 11th, 1954
12:01 A. M., standard time at the address of the Insured as stated herein.

5. **The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.**

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A BODILY INJURY LIABILITY	$ 100,000.00 each person $ 200,000.00 each accident $ 200,000.00 aggregate products	$ 525.87
B PROPERTY DAMAGE LIABILITY—AUTOMOBILE	$ 100,000.00 each accident	$ 187.23
C PROPERTY DAMAGE LIABILITY—EXCEPT AUTOMOBILE	$ 100,000.00 aggregate operations $ 100,000.00 each accident $ 100,000.00 aggregate protective $ 100,000.00 aggregate products $ 100,000.00 aggregate contractual	$ 169.03
Automobile Physical Damage Endorsement premium		342.40
	Total Advance Premium	$ 1224.53

If policy period is more than one year, the premium is payable:

$ on effective date of the policy; $ 1st anniversary; $ 2nd anniversary.

6. During the past year no insurer has canceled any similar insurance issued to the named Insured, except as herein stated

NO EXCEPTIONS

7. [illegible] CONTRACTORS

IT IS UNDERSTOOD AND AGREED THAT the words "caused by accident" are hereby deleted from Coverage "A" and "C" of this policy and the word "accident" is amended to read "occurence" wherever it appears in the policy, but only in connection with work involving the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and the Western Union Telegraph Company on the Oregon State Highway Commission contract for the 122nd Avenue-Arata Road Section Structures, Grading and Paving on the T.H.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A BODILY INJURY LIABILITY	$ 100,000.00 each person $ 200,000.00 each accident $ 200,000.00 aggregate products	$ 525.87
B PROPERTY DAMAGE LIABILITY—AUTOMOBILE	$ 100,000.00 each accident	$ 187.23
C PROPERTY DAMAGE LIABILITY—EXCEPT AUTOMOBILE	$ 100,000.00 each accident $ 100,000.00 aggregate operations $ 100,000.00 aggregate protective $ 100,000.00 aggregate products $ 100,000.00 aggregate contractual	$ 169.03
Automobile Physical Damage Endorsement premium		342.40
	Total Advance Premium	$ 1224.53

If policy period is more than one year, the premium is payable:

$.............................on effective date of the policy; $.............................. 1st anniversary; $.............................. 2nd anniversary.

6. During the past year no insurer has canceled any similar insurance issued to the named Insured, except as herein stated

NO EXCEPTIONS

CONTRACTORS

IT IS UNDERSTOOD AND AGREED THAT the words "caused by accident" are hereby deleted from Coverage "A" and "C" of this policy and the word "accident" is amended to read "occurence" wherewver it appears in the policy, but only in connection with work involving the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company and the Western Union Telegraph Company on the Oregon State Highway Commission contract for the 122nd Avenue-Arata Road Section Structures, Grading and Paving on the T.H. Banfield Expressway in Multnomah County under Oregon State Highway Commission Contract No. 3879, dated February 26, 1953.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the policy, other than as above stated.

This endorsement is to take effect as of the 26th day of FEBRUARY, 1953, at 12:01 (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. C.L. 111619 issued by the Glens Falls Indemnity Company, Glens Falls, N. Y., to PARKER JOHNSON COMPANY but the same shall not be binding unless countersigned by a duly authorized agent of the company.

G. D. Mead
PRESIDENT

Countersigned by: RODGERS INSURANCE AGENCY, INC.

Authorized Agent

FORM 7074-C-1 7-52-20M B10545

CHANGE OF LIMITS OF LIABILITY

IT IS HEREBY UNDERSTOOD AND AGREED THAT the limits of Liability are increased to:

A. BODILY INJURY LIABILITY	$200,000.00 each person $400,000.00 each accident $400,000.00 aggregate products
B. PROPERTY DAMAGE LIABILITY-AUTOMOBILE	$100,000.00 each accident
C. PROPERTY DAMAGE LIABILITY-EXCEPT AUTO.	$200,000.00 each accident $400,000.00 aggregate operations $400,000.00 aggregate protective $400,000.00 aggregate products $400,000.00 aggregate contractual

THIS INCREASE APPLIES ONLY to the construction of 122nd Avenue-Arata Road Section Structures, grading and paving on the T. H. Ba[illegible]ield Expressway in Multnomah County under Oregon State Highway Commission Contract No. 3879, Dated February 26th, 1953.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the policy, other than as above stated.

This endorsement is to take effect as of the 11th day of February, 19 53, at 12:01 (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. CL 111619 issued by the Glens Falls Indemnity Company, Glens Falls, N. Y., to PARKER JOHNSON COMPANY but the same shall not be binding unless countersigned by a duly authorized agent of the company.

G. D. Mead
PRESIDENT

FORM 7074-C-2 9-52-10M B11554

Countersigned by: RODGERS INSURANCE AGENCY, INC

Allyn R. Hunter
Authorized Agent

It is agreed that such insurance as is afforded by the policy for Bodily Injury Liability and for Property Damage Liability applies subject to the following provisions:

1. With respect to non-owned automobiles the unqualified word "insured" includes the named insured and, except as stated in divisions (a), (b), (c) and (d) of the Definition of "Insured" agreement of the policy, also includes (1) the individual named below if a partner in the partnership named in the declarations and the spouse thereof if a resident in the same household, and (2) any person with respect to his presence in any such automobile with said individual or spouse, but not his operation of said automobile, and any person or organization legally responsible for the use of said automobile by said individual or spouse, provided the said automobile is not owned by the insured.
2. The insurance does not apply:
   - (a) to the use of an automobile owned in full or in part by or registered in the name of any partner in said partnership, or
   - (b) except with respect to said partnership, to the use of a non-owned automobile owned in full or in part by or registered in the name of a member of the household of said individual in said partnership other than a private chauffeur or domestic servant thereof.
3. The insurance does not apply to the use of a non-owned automobile in a business other than that of said partnership, except with respect to the operation of such automobile by said individual or spouse or by a private chauffeur or domestic servant thereof or the presence of any such person in such automobile.

Name of Partner:

RALPH E. PARKER AND CHARLES J. JOHNSON

This endorsement is to take effect as of the 11th day of February, 19 53

at 12:01 (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. CL111619 issued by the **GLENS FALLS INDEMNITY COMPANY,**

Glens Falls, N. Y., to PARKER JOHNSON COMPANY,
but the same shall not be binding unless countersigned by a duly authorized agent of the company.

Countersigned by: RODGERS INSURANCE AGENCY, INC.

Allyn R. Hunter
Authorized Agent

G. D. Mead
PRESIDENT

PC66B 5-49-1M B26854

It is agreed that the policy is amended as follows:

In Condition I. "Premium" the figure "$2,000" is amended to read "$3,600".

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the policy, other than as above stated.

This endorsement is to take[illegible]ect as of the 11th day of [illegible]bruary, 19 53, at 12:01 (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. CL 111619 issued by the **Glens Falls Indemnity Company**, Glens Falls, N. Y., to PARKER JOHNSON COMPANY but the same shall not be binding unless countersigned by a duly authorized agent of the company.

Countersigned by RODGERS INSURANCE AGENCY, INC.

Authorized Agent

G. D. Mead
PRESIDENT

FORM 7074-C-1

(12-52-20M B12802)

ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT this policy will not be cancelled until the expiration of thirty (30) days after receipt of wrotten notice of intent to cancel has been received by the Assured and the Oregon State Highway Commission. IT IS FURTHER AGREED THAT no alterations in the policy shall be made without prior approval in writing from the Oregon State Highway Commission.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the policy, other than as above stated.

This endorsement is to take effect as of the 11th day of February, 1953 at 12:01 (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. CL 111619 issued by the Glens Falls Indemnity Company, Glens Falls, N. Y., to PARKER JOHNSON COMPANY but the same shall not be binding unless countersigned by a duly authorized agent of the company.

Countersigned by: RODGERS INSURANCE AGENCY, INC

Allyn R. Hunter

Authorized Agent

G. D. Mead
PRESIDENT

FORM 7074-C-2 9-52-10M B11554

IS HEREBY UNDERSTOOD AND AGREED THAT the limits of liability are increased to:

BODILY INJURY LIABILITY	$200,000.00 each person $400,000.00 each accident $400,000.00 aggregate products
PROPERTY DAMAGE LIABILITY-AUTOMOBILE	$100,000.00 each accident
PROPERTY DAMAGE LIABILITY-EXCEPT AUTO.	$200,000.00 each accident $400,000.00 aggregate operations $400,000.00 aggregate protective $400,000.00 aggregate products $400,000.00 aggregate contractual

S INCREASE APPLIES ONLY to the construction of Rock Creek Bridge, Mosier
rcrossing and Mosier Creek Bridge on the Columbia River Highway, Wasco
ty, Oregon, under the Oregon State Highway Commission Contract No. 3639,
d February 11th, 1953.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the policy, other than as above stated.

This endorsement is to take effect as of the 11th day of February, 19 53 at 12:01 (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. CL 111619 issued by the Glens Falls Indemnity Company, Glens Falls, N. Y., to PARKER JOHNSON COMPANY but the same shall not be binding unless countersigned by a duly authorized agent of the company.

G. D. Mead
PRESIDENT

FORM 7074-C-2 9-52-10M B11554

Countersigned by: RODGERS INSURANCE AGENCY, INC

Allyn R. Hunley
Authorized Agent

AUTOMOBILE MEDICAL PAYMENTS

The company agrees with the named insured to pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury, sickness or disease, caused by accident, while in or upon, entering or alighting from any automobile designated herein by the letter "X," if the automobile is being used by the named insured or with his permission, subject to the following provisions:

Utility Trailer. Such insurance as is afforded by this endorsement applies to a trailer designed for use with a private passenger automobile, if not being used with another type automobile and if not a home, office, store, display or passenger trailer.

Temporary Substitute Automobile. While an automobile owned by the named insured is withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction, such insurance as is afforded by this endorsement with respect to such automobile applies with respect to another automobile not so owned while temporarily used as the substitute for such automobile.

Limit of Liability. The limit of liability stated in this endorsement as applicable to "each person" is the limit of the company's liability hereunder for all expenses incurred by or on behalf of each person who sustains bodily injury, sickness or disease, including death resulting therefrom, in any one accident. The inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

Exclusions. This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement;

(b) to bodily injury to or sickness, disease or death of any employee of the insured while engaged in the employment, other than domestic, of the insured or in domestic employment if benefits therefor are either payable or required to be provided under any workmen's compensation law;

(c) to bodily injury to or sickness, disease or death of any person if benefits therefor are payable under any workmen's compensation law.

Conditions.

1. **Policy Provisions.** None of the insuring agreements, exclusions or conditions of the policy shall apply to the insurance afforded by this endorsement except "Policy Period, Territory," "Premium," "Inspection and Audit," the definition of "Automobile," "Notice of Accident," "Changes," "Assignment," "Cancellation" and "Declarations."

2. **Medical Reports; Proof and Payment of Claim.** As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payments hereunder shall not constitute admission of liability of the insured or, except hereunder, of the company.

3. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance, nor until thirty days after the required proofs of claim have been filed with the company.

Designation of Automobiles

(1) ☒ Any owned automobile.
(2) ☐ * Any hired automobile.
(3) ☐ * Any licensed owned private passenger automobile.
(4) ☐ * Any automobile designated in this endorsement.
(5) ☐ Any automobile within the hazard defined in the Garage endorsement.

* The premium reduction percentage determined in accordance with the premium reduction table does not apply to this insurance.

Limit of Liability $ each person.

The description of automobile owned by the named insured and covered by this endorsement is as follows:

MAKE	YEAR	TYPE OF BODY	MOTOR NO.	LIMITS OF LIABILITY SXXXXXO.
Oldsmobile	1952	4 Door Sed.	R147587	$1000.00
Packard	1951	4 Door Sed.	J217524	$1000.00
DeSoto	1950	4 Door Sed.	S14-41161	$1000.00
Dodge	1941	Express	T114-1040	$ 250.00
International	1942	Flat bed	BLD269-23687	$ 250.00
Dodge	1947	½T.Pickup	7112163548	$ 250.00
G.M.C.	1949	3/4 T.Pickup	B228-250947	$250.00

The premium for the coverage granted by this endorsement is $ 33.00.

This endorsement is to take effect as of the 11th day of February, 1953

at 12:01 (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. CL111619 issued by the GLENS FALLS INDEMNITY COMPANY,

Glens Falls, N. Y., to PARKER JOHNSON COMPANY,
but the same shall not be binding unless countersigned by a duly authorized agent of the company.

Countersigned by: RODGERS INSURANCE AGENCY, INC.

Allyn R Hunter
Authorized Agent

G. D. Mead
PRESIDENT

PC9C 3-51-2500 B429

For Attachment to
Comprehensive General — Automobile
Liability Policy — Pacific Coast

AMENDMENT OF COMPREHENSIVE GENERAL - AUTOMOBILE LIABILITY POLICY PACIFIC COAST

It is agreed that the policy is amended as follows:

1. Exclusions (b) and (e) do not apply with respect to liability assumed under contract covered by the policy.

2. Exclusion (c) is amended to read:
(c) under coverage A, to any obligation for which the insured or any company as his insurer may be held liable under any workmen's compensation law, or, except [illegible] respect to liability assumed under contract covered [illegible] this policy, to bodily injury to or sickness, disease or death of any employee of the insured while engaged in the employment of the insured, other than a domestic employee whose injury arises out of an automobile covered by this policy and for whose injury benefits are not payable or required to be provided under any workmen's compensation law;

3. Exclusion (f) is amended to read:
(f) under coverage C, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements, property used by the insured, or (3) except with respect to liability under sidetrack agreements and the use of elevators [illegible] escalators at premises owned, rented or controlled by [illegible] named insured, property in the care, custody or control of the insured, or (4) any goods or products manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises.

4. Exclusion (g) is amended to read:
(g) under coverage C, except with respect to loss due to fire or the use of elevators or escalators and except in so far as this exclusion is stated in this policy to be inapplicable, to (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators, in so far as any of these occur on or from premises owned or rented by the named insured and injure or destroy buildings or contents thereof.

5. When used as a premium basis, the words "cost of hire" mean the amount incurred for hired automobiles, including the entire remuneration of each of the named insured's chauffeurs employed in the operation of such automobiles subject to an average weekly maximum remuneration of $100.
When used as a premium basis, the word "receipts" does not include receipts from telecasting, broadcasting or motion pictures.
In division (1) of Condition 1 "Premium", the figure "$2000" is amended to read "$3600."

6. The last paragraph of Condition 3 (b) is amended to read:
The following described equipment shall be deemed an automobile while towed by or carried on a motor vehicle not so described, but not otherwise: any crawler or farm-type tractor, crawler-type power crane or shovel, or crawler-type ditch or trench digger, any concrete mixer other than mix-in-transit type, any grader, scraper, roller, or farm implement, and, if not subject to motor vehicle registration, any equipment which is designed for use principally off public roads. "Automobile" does not include any power crane or shovel, ditch or trench digger, air-compressing, building or vacuum cleaning, spraying or welding equipment, or well drilling machinery, while being operated unless such operation is solely for locomotion.

7. The insurance for Bodily Injury Liability and for Property Damage Liability with respect to loss arising out of the maintenance or use of any hired automobile shall be excess insurance over any other valid and collectible insurance available to the insured, either as an insured under a policy applicable with respect to the automobile or otherwise.

8. The insurance for Medical Payments with respect to the maintenance or use of any hired automobile shall be excess insurance over any other valid and collectible medical payments insurance applicable thereto.

This endorsement is to take effect as of the 11th day of February, 1953

at 12:01 (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. CL 111619 issued by the GLENS FALLS INDEMNITY COMPANY,

Glens Falls, N. Y., to PARKER JOHNSON COMPANY,
but the same shall not be binding unless countersigned by a duly authorized agent of the company.

Countersigned by: RODGERS INSURANCE AGENCY, INC.

C. Allyn R. Hunter
Authorized Agent

G. D. Mead
PRESIDENT

P. C. 163

(12-52-2M B12486)

ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY — AUTOMATIC COVERAGE

The policy to which this endorsement is attached is an automobile bodily injury liability and property damage liability policy, and is hereby amended to assure compliance by the named insured, as a motor carrier of passengers or property with appropriate provisions of the Motor Transportation Code of Oregon, as amended, and the pertinent rules and regulations of the Public Utilities Commissioner of Oregon, promulgated in accordance with the provisions of the Motor Transportation Code of Oregon.

In consideration of the premium stated in the policy to which this endorsement is attached, or becomes a part, when duly countersigned, the company hereby agrees to pay any final judgment recovered against the named insured for bodily injury to or the death of any persons or loss of or damage to property of others (excluding injury to or death of the named insured's employees while engaged in the course of their employment, and loss of or damage to property owned or operated by or in the care, custody or control of the named insured, and property transported by the named insured, designated as cargo, and to any obligation for which the named insured may be held liable under any workmen's compensation law), resulting from the negligent operation, maintenance, ownership, or use of motor vehicles under permit issued to the named insured by the Public Utilities Commissioner of Oregon, or otherwise under the Oregon Motor Transportation Code, within the limits of liability hereinafter provided, regardless of whether such motor vehicles are specifically described in the policy or not. It is understood and agreed that upon failure of the company to pay any such final judgment recovered against the named insured, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment. The bankruptcy or insolvency of the named insured shall not relieve the company of any of its obligations hereunder. The liability of the company extends to such losses, damages, injuries, or deaths whether occurring on the route or in the territory authorized to be served by the named insured or elsewhere, within the State of Oregon, but as respects this endorsement only while operating under the provisions of the Motor Transportation Code of Oregon.

The liability of the company on each motor vehicle for the following limits shall be a continuing one notwithstanding any recovery hereunder, in the following minimum amounts:

Type of Motor Vehicle	Bodily Injury Limit for Each Person	Liability Limit for Each Accident	Property Damage Liability Limit for Each Accident
Each motor vehicle authorized for use in the transportation of property......	$5,000	$10,000	$5,000
Each motor vehicle authorized for use in the transportation of persons, having passenger seating capacities as follows:			
12 passengers or less...	5,000	10,000	5,000
13 to 20 passengers...	5,000	15,000	5,000
20 passengers or more...	5,000	20,000	5,000

Nothing contained in the policy or any endorsements thereon, nor the violation of any of the provisions of the policy or of any endorsement thereon by the named insured, shall relieve the company from liability hereunder or from the payment of any such final judgment, but as respects any equipment of the named insured while being operated by others under an interchange of equipment agreement or requirement, the insurance afforded by this policy shall be excess over any other valid and collectible insurance available to the named insured.

In consideration of the attachment of this endorsement, it is agreed that any provision in the policy to which this endorsement is attached extending the benefits of this insurance to any person, firm or corporation other than the insured named therein is hereby declared null and void and in lieu thereof it is agreed that the unqualified words "named insured" wherever used in this endorsement include the named insured, his or its employees while acting within the scope of such employment and also any partner, executive officer, director or stockholder thereof while acting within the scope of his duties as such.

The named insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.

Cancellation of this endorsement or of the policy to which it is attached may be effected by the company or the named insured giving not less than 15 days' notice in writing to the Public Utilities Commissioner of Oregon at his office in Salem, Oregon, said notice to commence to run from the date notice is actually received at the office of said Commissioner.

Attached to and forming part of Policy No. CL111619 issued by the GLENS FALLS

INDEMNITY COMPANY (herein called company) of GLENS FALLS, NEW YORK

To PARKER JOHNSON COMPANY of PORTLAND, OREGON

Dated at PORTLAND, OREGON this 11th day of February, 1953

RODGERS INSURANCE AGENCY, INC.

Authorized Company Representative

MP-944—1-1-50

Printed and for Sale by Pacific Stationery Company, Portland 4, Ore. 10637

Comprehensive General — Automobile
Liability Policy — Pacific Coast

INDIVIDUAL AS NAMED INSURED
(Including Personal Liability Coverage for Named Insured and Family)

NOTE: This Endorsement does not apply to Automobile Liability

It is agreed that:

I. The policy does not apply to any business pursuits of an insured, except (a) in connection with the conduct of a business of which the named insured is the sole owner and (b) activities in such pursuits which are ordinarily incident to non-business pursuits.

"Business" includes trade, profession or occupation and the ownership, maintenance or use of farms, and of property rented in whole or in part to others, or held for such rental, by the insured other than (a) the insured's residence if rented occasionally or if a two family dwelling usually occupied in part by the insured or (b) garages and stables incidental to such residence unless more than three car spaces or stalls are so rented or held.

II. Except as it applies to the conduct of a business of which the named insured is the sole owner, the policy is amended as follows:

Insuring Agreements

1. **Insuring Agreement I is replaced by the following:**

Liability Coverage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person, and as damages because of injury to or destruction of property, including the loss of use thereof.

Medical Payments Coverage

To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury, sickness or disease, caused by accident,

(1) while on the premises with the permission of an insured, or

(2) while elsewhere if such injury, sickness or disease (a) arises out of the premises or a condition in the ways immediately adjoining, (b) is caused by the activities of an insured, (c) is caused by the activities of or is sustained by a residence employee while engaged in the employment of an insured, or (d) is caused by an animal owned by or in the care of an insured.

2. **Insuring Agreement III is amended to read:**

Definition of Insured

The unqualified word "insured" includes (a) the named insured, (b) if residents of his household, his spouse, the relatives of either, and any other person under the age of twenty-one in the care of an insured, (c) with respect to animals and watercraft owned by an insured, any person or organization legally responsible therefor, and (d) with respect to farm tractors and trailers and self-propelled or motor or animal drawn farm implements, any employee of an insured while engaged in the employment of the insured.

3. **Insuring Agreement IV is amended to read:**

Policy Period

This policy applies only to occurrences during the policy period.

4. **The following Insuring Agreement is added:**

Premises, Residence Employee and Automobile Defined

(a) **Premises.** The unqualified word "premises" means (1) all premises where the named insured or his spouse maintains a residence and includes private approaches thereto and other premises and private approaches thereto for use in connection with said residence, except property used for business, (2) individual or family cemetery plots or burial vaults, (3) premises in which an insured is temporarily residing, if not owned by an insured, and (4) vacant land, other than farm land, owned by or rented to an insured, including such land on which a one or two family dwelling is being constructed for the insured by independent contractors.

(b) **Residence Employee.** "Residence employee" means an employee of an insured whose duties are incidental to the ownership, maintenance or use of the premises, including the maintenance or use of automobiles or teams, or who performs elsewhere duties of a similar nature not in connection with an insured's business.

(c) **Automobile.** "Automobile" means a land motor vehicle, trailer or semitrailer other than farm tractors and trailers not subject to motor vehicle registration and farm implements.

Exclusions

The exclusions of the policy are amended to read:

(a) to the rendering of any professional service or the omission thereof; or to any act or omission in connection with premises, other than as defined, which are owned, rented or controlled by an insured;

(b) to (1) automobiles while away from the premises or the ways immediately adjoining, except under the Liability Coverage with respect to operations by independent contractors for non-business purposes of an insured, (2) watercraft with more than ten horse power or exceeding twenty-five feet in over-all length, owned by or rented to an insured, while away from the premises, or (3) aircraft, or the loading or unloading of any of the foregoing; but, with respect to injury sustained by a residence employee while engaged in the employment of the insured, parts (1) and (2) of this exclusion do not apply, and part (3) applies only while such employee is engaged in the operation or maintenance of aircraft;

(c) to injury, sickness, disease, death or destruction caused intentionally by or at the direction of the insured;

(d) to bodily injury to or sickness, disease or death of (1) any employee of the insured while engaged in the employment of the insured, if benefits therefor are either payable or required to be provided under any workmen's compensation law; or (2) any residence employee of the insured while engaged in the employment of the insured if the insured has in effect on the date of the occurrence a policy providing workmen's compensation benefits for such employee;

(e) under the Liability Coverage, to liability assumed by the insured under any contract or agreement except liability of others assumed under a written contract relating to the premises;

(f) under the Liability Coverage, to injury to or destruction of property used by, rented to or in the care, custody or control of the insured;

(g) under the Medical Payments Coverage, to bodily injury to or sickness, disease or death of (1) any person while engaged in his employment if benefits therefor are payable under any workmen's compensation law; or (2) any insured within the meaning of parts (a) and (b) of Insuring Agreement III; or (3) any person, other than a residence employee, if such person is regularly residing on the premises, or is on the premises because of a business conducted thereon, or is injured by an accident arising out of such business.

(Over)

Renewal of No.

Conditions

1. **Limits of Liability.** The limit of liability stated in this endorsement for the Liability Coverage is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of one occurrence.

   The limit of liability stated in this endorsement for the Medical Payments Coverage is the limit of the company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury, sickness or disease, including death resulting therefrom, in any one accident.

   The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

2. **Conditions.** Conditions captioned "Notice of Accident" (amending "accident" to read "occurrence"), "Changes," "Assignment," "Cancellation" and "Declarations" apply to both the Liability and Medical Payments Coverages. Conditions captioned "Notice of Claim or Suit," "Assistance and Cooperation of the Insured," "Action Against Company," "Other Insurance" and "Subrogation" apply only to the Liability Coverage. No other condition of the policy applies to either the Liability or Medical Payments Coverages.

3. **Special Conditions Applying to Medical Payments Coverage**

   (a) Medical Reports; Proof and Payment of Claim

   As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

   The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the insured or, except hereunder, of the company.

   (b) Action Against Company

   No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty days after the required proofs of claim have been filed with the company.

Schedule

The named insured declares that:

1. The principal residence premises are located at and are the only premises where the named insured or spouse maintains a residence, other than property used for business, except as herein stated:
2. No business pursuits are conducted at the premises, except as herein stated:
3. The number of full time residence employees, wherever located, (a) of the named insured or spouse is 0; and (b) of all other insureds who are residents of the named insured's household is 0

Limits of Liability:	**Liability Coverage**	$ 100,000.00 each occurrence
	Medical Payments Coverage	$ 250.00 each person

This endorsement is to take effect as of the 11th day of February, 19 53

at 12:01 (Hour), standard time, at the address of the insured appearing in the policy.

Attached to and forming part of Policy No. CL111619 issued by the **GLENS FALLS INDEMNITY COMPANY**,

Glens Falls, N. Y., to Parker Johnson Company,
but the same shall not be binding unless countersigned by a duly authorized agent of the company.

Countersigned by: RODGERS INSURANCE AGENCY INC.

Authorized Agent

G. D. Mead
PRESIDENT

P. C. 778 3-51-5M B

AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT

The **GLENS FALLS INSURANCE COMPANY** of Glens Falls, New York, hereinafter called the Company, agrees with the insured named in the following declaration[illegible]ade a part hereof, in consideration of the pay[illegible]t of the premium and in reliance upon

AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT

The GLENS FALLS INSURANCE COMPANY of Glens Falls, New York, hereinafter called the Company, agrees with the insured, named in the following declaration[illegible]de a part hereof, in consideration of the pay[illegible] of the premium and in reliance upon the statements in such declarations and su[illegible] to the limits of liability, exclusions, condit[illegible] and other terms of this endorsement provided said Company shall be the insurer with respect to the coverages added to the policy by this endorsement:

Attached to and made part of Policy No. CL 111619

DECLARATIONS

No. 1. Name of Insured RALPH E. PARKER AND CHARLES J. JOHNSON, DBA,PARKER-JOHNSON COMPANY & RALPH.E. PARKER & CHARLES J.JOHNSON,as individuals

Address 2002 S. E. Clinton Street (No. Street) Portland, (Town or City) Multnomah, (County) Oregon (State)

Loss Payee: Any loss is payable as interest may appear to the named insured and NO EXCEPTIONS

No. 2. Endorsement Period: From February 11,1953 to February 11, 1954
12:01 A.M., standard time at the address of the named insured as stated herein.

No. 3. The insurance afforded is only with respect to such and so many of the coverages as are indicated by a specific premium charge or charges under Declaration 5 and shall apply only to the particular automobile designated by the corresponding number under Declaration 4. The limit of the Company's liability against each such coverage shall be as stated herein, subject to all the terms of this endorsement having reference thereto.

	Coverages	Limits of Liability	Premium
D	Comprehensive	$ Actual Cash Value	$ 54.20
E-1	Collision or Upset	Actual Cash Value less deductible as per Schedule	$ 274.00
E-2	Convertible Collision or Upset	Actual Cash Value	$
F	Fire, Lightning and Transportation	$ Actual Cash Value	$ 10.65
G-1	Theft (Broad Form)	$ Actual Cash Value	$ 3.55
		$	$
		Total Premium	$ 342.40

No. 4. Description of the automobile and facts respecting its purchase.

Item No.	Year of Model	Trade Name	Model	Body Type, Size or Load Capacity	Serial or Motor Number	Purchased			Cost	Encumbrance
						Month	Year	New—Used		
1	1952	Oldsmobile	98	4 Dr.Sed.	R147587	10	52	New	4097.	None
2	1951	Packard		4 Dr.Sed.	J217524	6	51	New	3098.	None
3	1950	DeSoto		4 Dr.Sed.	S14-41161	10	50	New		None
4	1941	Dodge		Express	T114-1040		41	New	800.	None
5	1942	International		Flat bed	BLD269-23687		52	Used	1295.	None
6	1947	Dodge	½T.	Pickup	7112163548	4	47	New	1270.	None
7	1949	G.M.C.	3/4T.	Pickup	B228-250947		9	New	1845.	None
8										
9										
10										

No. 5. Coverage, premium schedule, purpose of use and place of principal garaging.

Item No.	Limit of Liability	D	E-1 or E-2	E-1 or E-2	Coverage E-2	F	G-1	Rates				Purpose of Use	The insured automobiles will be principally garaged in the city or town shown in Declaration No. 1 except as herein stated:
		Comprehensive Premium	Collision Form	Collision Premium	Conv. Coll. Add'l. Pay.	Fire Premium	Theft Premium	Comprehensive	Fire	Theft			
1	ACV	20.00	50.	60.00		Incl.	Incl.				J	PB	No Exceptions
2	ACV	26.00	50.	54.00		Incl.	Incl.				J	PB	No Exceptions
3	ACV	12.00	50.	45.00		Incl.	Incl.				H	PB	No Exceptions
4	ACV	.95	50.	21.00		1.60	.55					C	No Exceptions
5	ACV	1.50	50.	29.00		2.60	.85					C	No Exceptions
6	ACV	1.50	50.	29.00		2.60	.85					C	No Exceptions
7	ACV	2.25	50.	36.00		3.85	1.30					C	No Exceptions
8													

12:01 A.M., standard time at the address of the named insured as stated herein.

No. 3. The insurance afforded is only with respect to such and so many of the coverages as are indicated by a specific premium charge or charges under Declaration 5 and shall apply only to the particular automobile designated by the corresponding number under Declaration 4. The limit of the Company's liability against each such coverage shall be as stated herein, subject to all the terms of this endorsement having reference thereto.

Coverages		Limits of Liability	Premium
D	Comprehensive	$ Actual Cash Value	$ 54.20
E-1	Collision or Upset	Actual Cash Value less deductible as per Schedule	$ 274.00
E-2	Convertible Collision or Upset	Actual Cash Value	$
F	Fire, Lightning and Transportation	$ Actual Cash Value	$ 10.65
G-1	Theft (Broad Form)	$ Actual Cash Value	$ 3.55
		$	$
		Total Premium	$ 342.40

No. 4. Description of the automobile and facts respecting its purchase.

Item No.	Year of Model	Trade Name	Model	Body Type, Size or Load Capacity	Serial or Motor Number	Purchased			Cost	Encumbrance
						Month	Year	New—Used		
1	1952	Oldsmobile	98	4 Dr.Sed.	R147587	10	52	New	4097.	None
2	1951	Packard		4 Dr.Sed.	J217524	6	51	New	3098.	None
3	1950	DeSoto		4 Dr.Sed.	S14-41161	10	50	New		None
4	1941	Dodge		Express	T114-1040		41	New	800.	None
5	1942	International		Flat bed	BLD269-23687		52	Used	1295.	None
6	1947	Dodge	½T.	Pickup	7112163548	4	47	New	1270.	None
7	1949	G.M.C.	3/4T.	Pickup	B228-250947		9	New	1845.	None
8										
9										
10										

No. 5. Coverage, premium schedule, purpose of use and place of principal garaging.

Item No.	Limit of Liability	D	E-1 or E-2	E-1 or E-2	Coverage E-2	F	G-1	Rates				Purpose of Use	The insured automobiles will be principally garaged in the city or town shown in Declaration No. 1 except as herein stated:
		Comprehensive Premium	Collision Form	Collision Premium	Conv. Coll. Add'l. Pay.	Fire Premium	Theft Premium	Comprehensive	Fire	Theft			
1	ACV	20.00	50.	60.00		Incl.	Incl.				J	PB	No Exceptions
2	ACV	26.00	50.	54.00		Incl.	Incl.				J	PB	No Exceptions
3	ACV	12.00	50.	45.00		Incl.	Incl.				H	PB	No Exceptions
4	ACV	.95	50.	21.00		1.60	.55					C	No Exceptions
5	ACV	1.50	50.	29.00		2.60	.85					C	No Exceptions
6	ACV	1.50	50.	29.00		2.60	.85					C	No Exceptions
7	ACV	2.25	50.	36.00		3.85	1.30					C	No Exceptions
8													
9													
10													
Totals													

No. 6. Use: The letters "PB" in the purpose of use column in Declaration 5 shall mean "pleasure and business." The term "pleasure and business" is defined as personal, pleasure, family and business use. The letter "C" in the purpose of use column in Declaration 5 shall mean "commercial." The word "commercial" is defined as use principally in the business occupation of the named insured as stated in Declaration 7 of the policy to which this endorsement is attached, including occasional use for personal, pleasure, family and other business purposes.

No. 7. Except with respect to bailment lease, conditional sale, mortgage or other encumbrance the named insured is the sole owner of the automobile, except as herein stated: No Exceptions

11-50 3

(Over)

Form E-1

EFI-324(1)
H-92(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 3, 1953. 19

Section 122nd Ave.-Arata Road

Kind of work Structures, grading & paving.

Highway T.H.Banfield Expressway

Section prefix 26-1022

Contractor Parker & Johnson Co.

Contract number 3879

Date of contract Feb. 26, 1953. 19

Date of completion 7-31-54 19

Date work started 3-2-53 19

Estimated date of completion 7-31-54 19

Amount of contract $ 364,607.50

Per cent of time elapsed 7 %

Estimated cost of completed project, exclusive of engineering $ 459,807.84

Per cent of contract completed, based on total contract price 0 %

Engineering cost to date $ 0 , %

Date project was completed 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor closed Birdsdale Road to traffic and started grading for railroad shofly and grading Birdsdale Road north of the shofly.

NOTED
FORREST COOPER

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed D J Barbee D.J.Barbee, Res. Engr.

Address P.O.Box 4699, Portland 2, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

RECEIVED
FOR FILING

FORM [illegible] 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

cF1-32[illegible]
U1-323(4)
3879

March 25, 1953

Parker-Johnson Company
2002 Southeast Clinton Street
Portland, Oregon

Mr. Allyn R. Hunter
c/o Rodgers Insurance Co., Inc.
Title & Trust Building
Portland, Oregon

NOTED
W. C. WILLIAMS

Re: Insurance Policies of
Parker-Johnson Company
under Contract No. 3879

Gentlemen:

We have reviewed the copies of the Glens Falls Indemnity Company's Policies Nos. SPL 88566 and CL 111619 issued to the Parker-Johnson Company in compliance with the provisions of the 122nd Avenue-Arata Road Section Contract No. 3879.

The coverage required by the contract is for each "occurrence" rather than for each "accident". Please make the necessary changes, whether by endorsement or otherwise, and send copies of the corrected policies to this office.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

JOHN C. McLEAN

JCM:jfw
cc- Mr. W. C. Williams

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RFI-323(2)
UI-323(4)
[illegible]

March 17, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco 4, Calif.

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3879, which was awarded to Parker-Johnson Co. by the State Highway Commission on February 26, 1953, for 122nd Avenue-Arata Road Section Structures, grading and paving on the T. H. Banfield Expressway in Multnomah County.

We are sending you a copy of the above contract for your files as you appear as surety on the bond furnished by the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

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MAR 17 1953
FOR FILING

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41-[illegible]
[illegible]

March 16, 1953

Parker-Johnson Co.
2002 S. E. Clinton St.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3879, which was awarded to you on February 26, 1953 by the State Highway Commission, for 122nd Avenue-Arata Road Section Structures, grading and paving on the T. H. Banfield Expressway in Multnomah County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

AGENDA
FEB 17 1953

FORM E-30 25M 9-51 52315

3879

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 13, 1953

SUBJECT: Agreement with OWR&N, Union Pacific and Multnomah County relative to N. E. 148th, Rockwood & Birdsdale Aves.

To:
Mr. H. B. Glaisyer
Secretary, Highway Commission
OFFICE

Dear Mr. Glaisyer:

Herewith I hand you original and two duplicate copies of agreement between the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, State Highway Commission and Multnomah County relative to the construction of grade separation structures on the T. H. Banfield Expressway at N. E. 148th Avenue, Rockwood Avenue, and Birdsdale Avenue.

The form of agreement has been the subject of considerable discussion and correspondence with the Railroad Companies and now has been approved by Mr. W. C. Williams and has been approved as to form by Mr. Enfield and the writer.

You will note that all three copies already have been executed by Multnomah County.

It is requested that after execution by the State Highway Commission the three copies be returned direct to me for further handling.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 3

cc: Mr. W. C. Williams
Mr. C. W. Enfield
Miss Pauline Welch

Agreements given to
Mr. Williams 2-19-53
m

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[illegible]
111-33[illegible]
3879

March 6, 1953

Glens Falls Indemnity Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

We have received in todays mail four copies of contract No. 3879, with Parker-Johnson Co., and note that these copies have not been executed by your Company.

We are returning the contracts to you for execution as to agreement and bond. Please return them to this office as soon as possible.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

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FOR FILING
Glens Falls Insurance Company
Glens Falls, N.Y.
R. H. Griffith, Vice-President
Pacific Coast Department
Mills Tower San Francisco 4

Rodgers Insurance Agency, Inc.
803 TITLE & TRUST BUILDING
Telephone Atwater 8496
PORTLAND 4, OREGON

March 5, 1953

Oregon State Highway Commission
Salem, Oregon

Re: Glens Falls Policies C.L. 111619
and SPL 88566

Gentlemen:

We are sending under seperate cover contract agreements, certificate of insurance, and a copy of Railroad Protective policy for Parker Johnson Company, contract number 3879 for 122nd Avenue-Arata Road Section Structures, grading and paving on the T. H. Banfield Expressway in Multnomah County.

Yours very truly,
RODGERS INSURANCE AGENCY, INC.

D. J. Kuhlman
David J. Kuhlman

DJK:skh
Encl.

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6
STATE HIGHWAY COMMISSION

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1953
FOR FILING

March 3, 1953

Parker-Johnson Co.
2002 S. E. Clinton St.
Portland, Oregon

Gentlemen:

We are sending you today, by express, five copies of contract No. 3879, which was awarded to you by the State Highway Commission on February 26, 1953, for 122nd Avenue-Arata Road Section Structures, grading and paving on the T. H. Banfield Expressway in Multnomah County.

Please execute four of these copies as to agreement and bond and return them to this office for execution on the part of the Highway Commission, making certain your signature on the contract agreement page is properly witnessed. When the Commission has signed them a fully executed copy will be returned to you for your files, and a signed copy will also be sent to the surety on your bond. The fifth copy of the contract, bearing the stamped information on the cover "ADVANCE COPY to be retained by contractor", is for your information and use pending receipt of a copy bearing original signatures of the members of the Commission, and need not be returned to this office.

Your special attention is called to the paragraph under Section 7-1.7.18, Page 12, of the printed general provisions relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on the work under this contract in strict conformance therewith.

Your attention is also called to the paragraph on the same page relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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3779

AGENDA
APR 8 1953

3C-6

February 26, 1953

Parker-Johnson Company
2002 S. E. Clinton
Portland, Oregon

Gentlemen:

The State Highway Commission on January 21 accepted your proposal to construct eleven reinforced concrete structures and grade and pave approximately 0.67 mile roadway at intersections of the T. H. Banfield Expressway with 148th, 162nd, Rockwood Road and Birdsdale Avenue in Multnomah County for the sum of $364,607.50, and on the same day awarded Contract No. 3779 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

nd

cc - Mr. W. M. Fransen
Mr. H. G. Smith
Mr. S. H. Probert
Mr. C. E. Paxson
Mrs. Godlie Lewis

got confirmed

R

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 26, 1953
1:15 p.m.

Parker-Johnson Company
2002 S. E. Clinton
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for structures, grading and paving at intersections of T. H. Banfield Expressway with 148th, 162nd, Rockwood Road and Birdsdale Avenue in Multnomah County for which you submitted low bid on January 21. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

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BFI-323(2)
OREGON DISTRICT
UI-323(4)
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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

February 26, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of February 23 and since the conditions, stated in our January 6, 1953 letter authorizing advertising, have now been satisfied, we hereby concur as of this date in award of Contract No. 3879 for Oregon Project UI-323(4), 122nd Ave.-Arata Road Section (Structures) of the T. H. Banfield Expressway, to Parker-Johnson Co. of Portland, Oregon, low bidder in the total amount of $364,607.50 for this project and Project BFI-323(2) at the January 21, 1953 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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FEB 27 1953
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-323(2)
UI-323(4)
3879

February 26, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of February 23 and since the conditions, stated in our January 6, 1953 letter authorizing advertising, have now been satisfied, we hereby concur as of this date in award of contract No. 3879 for Oregon Project BFI-323(2), 92nd Avenue-Fairview Section of the T. H. Banfield Expressway, to Parker-Johnson Co. of Portland, Oregon, low bidders in the total amount of $364,607.50 for this project and Project UI-323(4) at the January 21, 1953 bid opening.

Very truly yours,

CG Polk
C. G. POLK
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

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[illegible]

February 23, 1953

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
408 Highway Building
Salem, Oregon

Dear Sir:

Re: N. E. 148th, Rockwood and
Birdsdale Avenue Grade Separations
F.A.P. UFI-323(2) and UI-323(4)

The State Highway Commission proposes to award the contract for the construction of this project to Parker-Johnson Co. of Portland on the basis of their low bid in the amount of $364,607.50 submitted January 21, 1953. The award date for the contract is to be February 20, 1953. May we have your concurrence in this action.

Copies of PUC Orders 30949, 30950 and 30951, covering this project, were furnished you January 2, and plans bearing the approval of the Union Pacific Railroad Company were furnished you January 7.

At its meeting of February 18, the Highway Commission executed an agreement with the Union Pacific Railroad Company and forwarded same to the Union Pacific for their signature. The agreement was prepared by the Union Pacific, and we anticipate no great delay in their final signatures necessary to complete the agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

CAG:aa

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FOR FILING

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 19, 1953

Mr. F. J. Betz
Union Pacific Railroad Company
727 Pittock Block
Portland 5, Oregon

Pux 57, 58, 59
N.E. 148th, Rockwood & Birdsdale Aves.

Dear Mr. Betz:

Herewith I hand you original and two counterparts of agreement covering N. E. 148th Avenue, Rockwood Avenue and Birdsdale Avenue on the T. H. Banfield Expressway in Multnomah County.

All three copies have been executed by Multnomah County and the State Highway Commission and it is our understanding that after execution by the Railroad Companies one full copy will be returned to us.

It is noted that the agreement refers to certain exhibits which are not attached, and it is assumed that these will be added in your office. When the executed copy is returned we would like to have about eight extra prints for use in distribution of the agreement in this office.

NOTED
W. C. WILLIAMS

Very truly yours,

C. W. ENFIELD

By
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 3

cc: Mr. W. C. Williams ✓
Mr. G. S. Paxson

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FORM E-30 25M 9-51 52318

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3879

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
February 13, 1953

SUBJECT: Agreement with OWR&N, Union Pacific and Multnomah County relative to N. E. 148th, Rockwood & Birdsdale Aves.

To: Mr. H. B. Glaisyer
Secretary, Highway Commission
OFFICE

Dear Mr. Glaisyer:

Herewith I hand you original and two duplicate copies of agreement between the Oregon-Washington Railroad & Navigation Company, Union Pacific Railroad Company, State Highway Commission and Multnomah County relative to the construction of grade separation structures on the T. H. Banfield Expressway at N. E. 148th Avenue, Rockwood Avenue, and Birdsdale Avenue.

The form of agreement has been the subject of considerable discussion and correspondence with the Railroad Companies and now has been approved by Mr. W. C. Williams and has been approved as to form by Mr. Enfield and the writer.

You will note that all three copies already have been executed by Multnomah County.

It is requested that after execution by the State Highway Commission the three copies be returned direct to me for further handling.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 3

cc: Mr. W. C. Williams ✓
Mr. C. W. Enfield
Miss Pauline Welch

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FOR FILING

2271

January 23, 1953

Parker-Johnson Company
2002 S. E. Clinton
Portland 2, Oregon

Gentlemen:

The State Highway Commission on January 21, 1953 accepted your bid in the amount of $364,607.5 for construction of structures, grading and paving at intersections of the T. H. Banfield Expressway with 148th, 162d, Rockwood Road and Birdsdale Avenue in Multnomah County submitted by you on that day. Yours was the low bid received for this project, and the Commission has awarded the contract to you.

The Engineer was authorized and instructed to prepare contract and bond forms for execution by you and your surety when concurrence in the award of the contract has been received from the U. S. Bureau of Public Roads and right of way matters have been clarified.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

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RFI-323([illegible])
UI-[illegible](4)
[illegible]879

January 14, 1953

C
O
P
Y

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

UI-[illegible] [illegible]17

Dear Sir:

Re: Cereghino Overcrossing and
148th Avenue, Rockwood Road
and Birdsdale Avenue Structures,
F.A.P. No. UI-323(4)

Reference is made to your letter of January 12 concerning insurance provisions on the above-mentioned projects.

Controversy has existed for some time between the Union Pacific Railroad Company and the State regarding the type of insurance that should be furnished. The Union Pacific Company has insisted that the policy furnished them by the contractor should cover damage to their own property. This results in a type of insurance which very few companies are in a position to write and for which there if no standard premium rate. The insistence by the Railroad Company on this type of insurance has cost the State very considerable money over the last few years. The other railroad companies in the State do not require this particular type of insurance.

The matter is still being negotiated with the Railroad Company, and for this reason the specification to which you refer calls for the type of insurance which is accepted by the Southern Pacific Company and our contractor is to figure his bid on this basis.

If the Union Pacific Company refuses to accept this type of insurance and we are forced to provide the more costly insurance in order to get an agreement with the Railroad Company and get these projects underway, then the State will assume the cost of the additional premium and the item will be nonparticipating in so far as the Bureau of Public Roads is concerned.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson
J. W. DeSouza

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FOR FILING
RFI-323(2)
UI-323(4)
[illegible]

January 2, 1953

C
O
P
Y

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: 148 th Avenue, Rockwood Road and
Birdsdale Avenue Railroad Grade
Separations on T. H. Banfield
Expressway, FAP No. UI-323(4)

We are advertising a project covering, among other things, the construction of underpasses of the Union Pacific Railroad Company's track at 148th Avenue, Rockwood Road and Birdsdale Avenue. Negotiations with the Railroad Company are complete as to the terms of the agreement with the exception of a controversy over the type of railroad insurance to be provided. The agreement, when entered into, will follow the general lines of prior agreements with the Union Pacific Company except that the Union Pacific Company is to contribute 10 percent of the cost of the undercrossing structures and the grading and surfacing of the roads which pass under the railroad. Their contribution on the grading and surfacing of these roadways is limited to the cost of roadways of a width and of a type of surfacing now existing.

This division of cost between the State and the Railroad Company is set forth in Public Utilities Commissioner Orders No. 30949, 30950 and 30951. These orders specify that the cost of construction shall be borne in accordance with the provisions set forth in the stipulation agreed to by the attorneys for the Oregon State Highway Commission and the Union Pacific Company dated October 3, 1952. Copies of these orders and the stipulation are attached hereto.

The Railroad Company's reimbursable cost of $23,800 as shown in the stipulation is further broken down. The breakdown for 148th Avenue is as follows:

Engineering, inspection watchmen and flagmen	$ 5,830
Remove and rearrange right-of-way fences, roadway signs, temporary road crossing, etc.	730
Move and restore communication and signal lines	2,160
Construct and remove shoofly, exclusive of grading, remove and restore track at bridge site	22,690
Gross estimated cost	$31,410
Less Credit for estimated salvage	7,610
Net estimated cost	$23,800

Work at Rockwood Road and Birdsdale Avenue is, to all intents and purposes, identical with 148th Avenue, and the same anticipated costs have been used for each of these projects.

The controversy relative to insurance hinges on whether the Railroad Company should be provided with liability insurance protecting their own property. The specifications which we are presenting to you for approval do not provide for this extra insurance, but we have told our contractor in these specifications that, should it become necessary to provide this additional insurance, the State will assume the cost of the additional premium. Should this so happen, the cost of the additional premium will not be included in the work on which the Bureau of Public Roads is asked to cooperate.

We have been delayed for several months because of the slowness of the Railroad Company in getting the agreements to us, and I do not feel that this job can be put off any longer. We are therefore advertising it prior to the receiving of the agreements and would ask your approval and clearance of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
GSP:gm
cc G. S. Paxson

RECEIVED
FOR FILING

FORM E-90 37,800 4-52 [illegible]

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411 - 3[illegible]
2279

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 27, 1952

SUBJECT: Pux 59 - Birdsdale Avenue
Multnomah County

To: Mr. W. C. Williams ✓
Mr. G. S. Paxson (5)
Mr. H. G. Smith (2)
Mr. E. A. Collier (2)
Mr. A. G. Skelton
Mr. F. B. Crandall

NOTED
W. C. WILLIAMS

Gentlemen:

Herewith I hand you copy of PUC Order No. 30951, PUC File F-2361, with reference to grade separation structure on Birdsdale Avenue over the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) proposed for construction in connection with the T. H. Banfield Expressway.

For your further information there is attached hereto a copy of the stipulation filed in the proceeding which details the cooperative items. There is also is enclosed a copy of the detailed preliminary estimate of cost which was filed at the hearing.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 3

RECEIVED
OCT 28 1952
OFFICE OF
STATE HIGHWAY ENGINEER

Order #30951

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-2361

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to eliminate an existing grade crossing of Birdsdale Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) by means of construction of a highway undercrossing structure in the Northeast quarter of the Southeast quarter (NE¼SE¼) of Section 29, Township 1 North, Range 3 East, W.M., in Multnomah County, Oregon.	ORDER

The above entitled matter was duly heard on Thursday, September 4, 1952, at 10:58 A.M., in Room 720 State Office Building, Portland, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner. The following appearances are of record herein:

J. W. DeSouza, Assistant Counsel, Salem, Oregon
In behalf of Oregon State Highway Commission

F. J. Betz, Attorney, Portland, Oregon
In behalf of Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company

On July 14, 1952, the Commissioner received the application of the State of Oregon, by and through its State Highway Commission, for authority to eliminate an existing grade crossing at Birdsdale Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee), sometimes hereinafter referred to as Railroad Company, by means of the construction of a highway undercrossing structure.

The petitioner states that this undercrossing structure will be made necessary by the construction of the T. H. Banfield Expressway which parallels the Railroad Company's tracks and lies adjacent thereto, and which will pass over Birdsdale Avenue at approximately the same elevation as the railroad.

It is proposed by the petitioner that, after its completion, the grade separation structure with all its rail facilities and appurtenances shall be maintained by Railroad Company.

Evidence was adduced on behalf of both parties, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, the Commissioner finds that:

The T. H. Banfield Expressway will carry a heavy volume of vehicular traffic when completed at comparatively high speeds, will provide limited access to vehicular travel in this immediate area, and it is therefore necessary and desirable to separate the grades at Birdsdale Avenue and the T. H. Banfield Expressway.

It is estimated that the average daily volume of vehicular traffic under the proposed structure will be 300 vehicles per day and that the train movements will average eleven per day with increases in traffic volumes on both highway and railroad anticipated.

The approaches to the proposed structure will provide an ascending grade of 0.423% from the North and a descending grade of 7.92% from the South, which approach grades will be connected by a 200-foot vertical curve.

The division of costs, incidental to the construction of the structure, to be borne by Oregon State Highway Commission and Railroad Company has been agreed upon, and the details set forth in an agreement received on October 6, 1952.

Upon completion of the grade separation structure, Multnomah County has agreed to maintain the roadway beneath the structure and all facilities necessary thereto at its own expense.

From the foregoing, the Commissioner concludes that the construction of the grade crossing structure at the intersection of Birdsdale Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) in Multnomah County, is in the public interest, is necessary to the integration of the T. H. Banfield Expressway traffic control, and the application therefore should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to eliminate an existing grade crossing of Birdsdale Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) by means of construction of a highway undercrossing structure in the Northeast Quarter of the Southeast Quarter of Section 29, Township 1 North, Range 3 East, Willamette Meridian, in Multnomah County, Oregon, is granted; and it is further

ORDERED that the construction shall be in accordance with accepted engineering standards and in conformance with plans submitted by Oregon State Highway Commission and agreed to by Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee), copies of which are attached to the petition and by this reference made a part hereof; and it is further

ORDERED that the costs of construction shall be borne in accordance with the provisions set forth in the stipulation agreed to by Attorneys for Oregon State Highway Commission and Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) dated October 3, 1952, which provides that petitioner shall bear 90% and Railroad Companies shall bear 10% of the costs incidental to the elimination of the existing grade crossing at Birdsdale Avenue and the construction of the separation structure at that location in the manner described in the petitioner's petition and further outlined in the stipulation; and it is further

ORDERED that the costs to be paid as above indicated shall include the actual cost of the items relating to the said grade separation structure as set forth in the petitioner's revised estimate received in evidence in this case as Petitioner's Exhibit No. 2, based upon revised grade lines as shown on the Petitioner's Exhibit No. 3 and upon a road pavement not to exceed 20 feet in width and a road subgrade not to exceed 30 feet in width and further limited to the items set forth in Paragraph III of the above mentioned stipulation; and it is further

ORDERED that upon its completion, the undercrossing structure, together with its tracks, roadbed, and railroad facilities and appurtenances, shall be maintained by Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee); and it is further

ORDERED that the roadway beneath the structure and all facilities necessary thereto shall be maintained by and at the expense of Multnomah County; and it is further

ORDERED that upon completion of the structure the designation 2A-12.2-B shall be assigned thereto as a means of identification in the Commissioner's Catalog of the Crossings of the State of Oregon.

Made and entered this 20th day of October, 1952.

CHAS. H. HELTZEL

Public Utilities Commissioner

ATTEST:

MARJORIE K. SHAFFER

Secretary

(OFFICIAL SEAL)

Pux 59

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to eliminate an existing grade crossing of Birdsdale Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) by means of a construction of a highway undercrossing structure in the Northeast quarter of the Southeast quarter (NE¼ SE¼) of Section 29, Township 1 North, Range 3 East, W.M., in Multnomah County, Oregon.	No. F-2361 **STIPULATION**

It is hereby stipulated and agreed by and between the petitioner and respondents, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, through their attorneys of record in this case that;

I

The petitioner shall and will bear and pay 90% and said respondents shall and will bear and pay 10% of the cost of eliminating existing grade crossing of said respondents' track with Birdsdale Avenue in the County of Multnomah, State of Oregon, in the manner described in the petitioner's petition and indicated generally by the drawings attached to and made a part thereof.

II

The cost of said grade crossing elimination to be so divided between these stipulating parties shall include the actual cost of the items relating to said grade separation as set forth in the petitioner's revised estimate received in evidence in this case as petitioner's Exhibit No. 2. It is understood and agreed that said revised estimate is based upon revised grade lines shown in petitioner's Exhibit 3, and upon a road pavement not exceeding 20 feet in width and upon a road subgrade not exceeding 30 feet in width. The said road pavement and roadbed excavations shall not include any pavement or excavations upon connecting roads.

III

The actual cost of said grade crossing elimination of which respondents are to pay 10% as aforesaid shall be and is limited to the following items:

1. Excavation by State of roadbed for Birdsdale Avenue having a base of width of 30 feet with excavation slopes of 1½ to 1, extending from Engineer's Station 2+00 to 17+00.

2. Construction by State of a pavement having a width of 20 feet, consisting of a compacted 6½" of selected subgrade materials and a 2" rock leveling course, including bituminous binding course, with a 2" thickness of asphaltic concrete leveling course, Class B mix, and a 1½" thickness of asphaltic concrete wearing surface, Class B mix, extending from Engineer's Station 2+00 to 17+00.

3. Construction by State of the railroad structure spanning Birdsdale Avenue.

4. Grading by State for temporary detour track.

5. Expenditures made by Railroad Companies allowed and not prohibited by Works Program General Memorandum No. 299, issued by the Public Roads Administration, dated May 1, 1946, for the following work:

   (a) Make such revisions in existing railroad signal lines and communication systems as may be required to safeguard them during the construction of the project and reinstall the same in permanent locations after completion of the project.

   (b) Furnish such inspection, watchman and flagman services as may be necessary and required to safeguard railroad operations during the construction of the project.

   (c) Construct a temporary detour track for railroad use during construction of the proposed structure.

   (d) Remove the said temporary detour track and salvage rails, ties and rail fittings after reconnection of the main line track.

   (e) Remove sufficient of the existing main line track to permit construction of the proposed grade separation structure and replace and restore said track after construction.

In determining the amount of said actual cost quantities shall be based on final construction measurements and prices shall be based on contract bid prices of

work performed by the petitioner and on amounts billed by respondents to petitioner for work done by respondents.

Dated this 3d day of October, 1952.

C. W. ENFIELD

J. W. DeSOUZA

Attorneys for State Highway Commission.

ROY F. SHIELDS

F. J. BETZ

Attorneys for Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company.

work performed by the petitioner and on amounts billed by respondents to petitioner for work done by respondents.

Dated this 3d day of October, 1952.

C. W. ENFIELD

J. W. DeSOUZA

Attorneys for State Highway Commission.

ROY F. SHIELDS

F. J. BETZ

Attorneys for Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company.

Pux 57 - 58 - 59

EXHIBIT 2

REVISED ESTIMATES

148th AVENUE, ROCKWOOD AVENUE AND BIRDSDALE ROAD

RAILROAD GRADE SEPARATIONS

The following estimates are based upon revised grade lines and upon a 20-foot pavement with a 30-foot subgrade width:

148th AVENUE UNDERCROSSING

(a) Grading, Surfacing, Etc.

	Total	Estimated Unit Bid Price	Amount
General Excavation	26,171 cu. yds.	0.65	$17,011.15
Short Overhaul	157,025 yd. sta.	0.02	3,140.50
Long Overhaul	26,148 c-yd. Sta.	0.50	13,074.00
Rounding Cutbanks	1,800 lin. ft.	0.20	360.00
Selected Gravel in Base	785 cu. yds.	1.50	1,177.50
3/4"-0" in Base & Shoulders	323 cu. yds.	2.75	888.25
3/4"-0" in Binder Course	27 cu. yds.	3.50	94.50
RC-3 in Binder Course	4.62 tons	45.00	207.90
Class "B" Asphaltic Concrete	154 tons	7.50	1,155.00
RS-1 Emulsified Asphalt in Seal Coat	2.31 tons	45.00	103.95
Aggregate in Seal	16.9 cu. yds.	6.00	101.40
			$37,314.15
Engineering and Contingencies at 12½ percent			4,664.27
			$41,978.42

(b) Structure Carrying Railroad

Structural Excavation	440 cu. yds. at	$ 5.00	$ 2,200.00
Class A Concrete	475 cu. yds.	60.00	28,500.00
Metal Reinforcement	55,000 lbs.	0.11	6,050.00
Membrane Waterproofing	110 sq. yds.	6.00	660.00
			$37,410.00
Engineering and Contingencies at 12½ Percent			4,680.00
			$42,090.00

(c) Work by Railroad Company's Forces

Railroad Company Estimate - - - - - - - - - - - - - - - $23,800.00

(d) Engineering and Miscellaneous Costs Incurred by State

Covered by allowances under items (a), (b) and (c).

Total Estimated Cost of Project - - - - - - $107,868.42

BIRDSDALE ROAD UNDERCROSSING

(a) Grading, Surfacing, Etc.

	Total	Estimated Unit Bid Price	Amount
General Excavation	24,844 cu. yds.	0.65	$16,148.60
Short Overhaul	141,815 yd. sta.	0.02	2,836.30
Long Overhaul	3,591 c-yd. sta.	0.50	1,795.50
Rounded Cutbanks	1,500 lin. ft.	0.20	300.00
Catch Basin	4 each	75.00	300.00
12" Concrete Pipe	405 lin. ft.	2.50	1,012.50
Selected Gravel in Base	646 cu. yds.	1.50	969.00
3/4"-0" in Base & Shoulders	231 cu. yds.	2.75	635.25
3/4"-0" in Binder Course	27 cu. yds.	3.50	94.50
RC-3 in Binder Course	4.62 tons	45.00	207.90
Class "B" Asphaltic Concrete	554 tons	7.00	3,878.00
RS-1 Emulsified Asphalt in Seal Coat	2.7 tons	45.00	121.50
Aggregate in Seal Coat	17.7 tons	6.00	106.20
			$28,405.25
Engineering and Contingencies at 12½ Percent			3,550.60
			$31,955.85

(b) Structure Carrying Railroad

Structural Excavation	440 cu. yds. at	$ 5.00	$ 2,220.00
Class A Concrete	475 cu. yds.	60.00	28,500.00
Metal Reinforcement	55,000 lbs.	0.11	6,050.00
Membrane Waterproofing	110 sq. yds.	6.00	660.00
			$37,410.00
Engineering and Contingencies at 12½ Percent			4,680.00
			$42,090.00

(c) Work by Railroad Company's Forces

Railroad Company Estimate - - - - - - - - - - - - - - - $23,800.00

(d) Engineering and Miscellaneous Costs Incurred by State

Covered by allowances under items (a), (b) and (c).

Total Estimated Cost of Project - - - - - - $97,845.85

ROCKWOOD AVENUE UNDERCROSSING

(a) Grading, Surfacing, Etc.

	Total	Estimated Unit Bid Price	Amount
General Excavation	40,502 cu. yds.	$ 0.65	$26,326.30
Short Overhaul	243,097 yd. sta.	0.02	4,861.90
Long Overhaul	6,114 c-yd. sta.	0.50	3,057.00
Rounded Cutbank	1,220 lin. ft.	0.20	244.00
Selected Gravel in Base	754 cu. yds.	1.50	1,131.00
3/4"-0" in Base & Shoulders	277 cu. yds.	2.75	761.75
3/4"-0" in Binder Course	34.6 cu. yds.	3.50	121.10
RC-3 in Binder Course	5.38 tons	45.00	242.10
Class "B" Asphaltic Concrete	669 tons	7.00	4,683.00
RS-1 Emulsified Asphalt in Seal Coat	3.1 tons	45.00	139.50
Aggregate in Seal Coat	21.5 tons	6.00	129.00
			$41,696.65
Engineering and Contingencies at 12½ Percent			5,212.08
			$46,908.73

(b) Structure Carrying Railroad

	Total	Estimated Unit Bid Price	Amount
Structural Excavation	440 cu. yds. at	$ 5.00	$ 2,200.00
Class A Concrete	475 cu. yds.	60.00	28,500.00
Metal Reinforcement	55,000 lbs.	0.11	6,050.00
Membrane Waterproofing	110 sq. yds.	6.00	660.00
			$37,410.00
Engineering and Contingencies at 12½ Percent			4,680.00
			$42,090.00

(c) Work by Railroad Company's Forces:

Railroad Company Estimate - - - - - - - - - - - - - - - - - $23,800.00

(d) Engineering and Miscellaneous Costs Incurred by State

Covered by allowances under items (a), (b) and (c).

Total Estimated Cost of Project $112,798.73

TOTAL FOR THREE PROJECTS - - - - - - - - - - - - - - - - - $318,513.00

September 4, 1952

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FORM E-30 27,000 4-52
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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
October 27, 1952

SUBJECT: Pux 58 - Rockwood Ave. Undercrossing
Multnomah County

To: Mr. W. C. Williams ✓
Mr. G. S. Paxson (5)
Mr. H. G. Smith (2)
Mr. E. A. Collier (2)
Mr. A. G. Skelton
Mr. F. B. Crandall

Gentlemen:

Herewith I hand you copy of PUC Order No. 30950, PUC File F-2360, with reference to grade separation structure on Rockwood Avenue over the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) proposed for construction in connection with the T. H. Banfield Expressway.

For your further information there is attached hereto a copy of the stipulation filed in the proceeding which details the cooperative items. There also is enclosed a copy of the detailed preliminary estimate of cost which was filed at the hearing.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 3

RECEIVED
OCT 27 1952
OFFICE OF
STATE HIGHWAY ENGINEER

Order #30950

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-2360

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to eliminate an existing grade crossing of Rockwood Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) by means of a construction of a highway undercrossing structure in the Southeast quarter of the Northeast quarter (SE¼NE¼) of Section 30, Township 1 North, Range 3 East, W.M., in Multnomah County, Oregon.

ORDER

The above entitled matter was duly heard on Thursday, September 4, 1952, at 10:58 A.M., in Room 720 State Office Building, Portland, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner. The following appearances are of record herein:

J. W. DeSouza, Assistant Counsel, Salem, Oregon
In behalf of Oregon State Highway Commission

F. J. Betz, Attorney, Portland, Oregon
In behalf of Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company

On July 14, 1952, the Commissioner received the application of the State of Oregon, by and through its State Highway Commission, for authority to eliminate an existing grade crossing at Rockwood Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee), sometimes hereinafter referred to as Railroad Company, by means of the construction of a highway undercrossing structure.

The petitioner states that this undercrossing structure will be made necessary by the construction of the T. H. Banfield Expressway which parallels the Railroad Company's tracks and lies adjacent thereto, and which will pass over Rockwood Avenue at approximately the same elevation as the railroad.

It is proposed by the petitioner that, after its completion, the grade separation structure with all its rail facilities and appurtenances shall be maintained by Railroad Company.

Evidence was adduced on behalf of both parties, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, the Commissioner finds that:

The T. H. Banfield Expressway will carry a heavy volume of vehicular traffic when completed at comparatively high speeds, will provide limited access to vehicular travel in this immediate area, and it is therefore necessary and desirable to separate the grades at Rockwood Avenue and the T. H. Banfield Expressway.

The estimated average daily volume of vehicular traffic under the proposed structure will be 300 vehicles per day and the train movements will average eleven per day with increases in traffic volumes on both highway and railroad anticipated.

The approaches to the proposed structure will provide an ascending grade of 0.5087% from the North and a descending grade of 6.38% from the South, with approach grades connected by a 100-foot vertical curve.

The division of costs, incidental to the construction of the structure, to be borne by Oregon State Highway Commission and Railroad Company has been agreed upon, and the details set forth in an agreement received on October 6, 1952.

Upon completion of the grade separation structure, Multnomah County has agreed to maintain the roadway beneath the structure and all facilities necessary thereto at its own expense.

From the foregoing, the Commissioner concludes that the construction of the grade crossing structure at the intersection of Rockwood Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee), in Multnomah County, is in the public interest, is necessary to the integration of the T. H. Banfield Expressway Traffic Control, and the application therefore should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to eliminate an existing grade crossing of Rockwood Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) by means of construction of a highway undercrossing structure in the Southeast Quarter of the Northeast Quarter of Section 30, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, is granted; and it is further

ORDERED that the construction shall be in accordance with accepted engineering standards and in conformance with plans submitted by Oregon State Highway Commission and agreed to by the Railroad Companies, copies of which are attached to the petition and by this reference made a part hereof; and it is further

ORDERED that the costs of construction shall be borne in accordance with the provisions set forth in the stipulation agreed to by Attorneys for Oregon State Highway Commission and Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) dated October 3, 1952, which provides that the petitioner shall bear 90% and Railroad Companies shall bear 10% of the costs incidental to the elimination of the existing grade crossing at Rockwood Avenue and the construction of the separation structure at that location in the manner described in the petitioner's petition and further outlined in the stipulation; and it is further

ORDERED that the costs to be paid as above indicated shall include the actual cost of the items relating to said grade separation structure as set forth in the petitioner's revised estimate received in evidence in this case as Petitioner's Exhibit No. 2, based upon revised grade lines as shown on the Petitioner's Exhibit No. 3 and upon a road pavement not to exceed 20 feet in width and a road subgrade not to exceed 30 feet in width and further limited to the items set forth in Paragraph III of the above mentioned stipulation; and it is further

ORDERED that upon its completion, the undercrossing structure, together with its tracks, roadbed, and railroad facilities and appurtenances, shall be maintained by Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee); and it is further

ORDERED that the roadway beneath the structure and all facilities necessary thereto shall be maintained by and at the expense of Multnomah County; and it is further

ORDERED that upon completion of the structure the designation 2A-11.1-B shall be assigned thereto as a means of identification in the Commissioner's Catalog of the Crossings of the State of Oregon.

Made and entered this 20th day of October, 1952.

CHAS. H. HELTZEL

Public Utilities Commissioner

ATTEST:

MARJORIE K. SHAFFER

Secretary

(OFFICIAL SEAL)

Pux 58

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to eliminate an existing grade crossing of Rockwood Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) by means of a construction of a highway undercrossing structure in the Southeast quarter of the Northeast quarter (SE¼ NE¼) of Section 30, Township 1 North, Range 3 East, W.M., in Multnomah County, Oregon.	No. F-2360 STIPULATION

It is hereby stipulated and agreed by and between the petitioner and respondents, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, through their attorneys of record in this case that:

I

The petitioner shall and will bear and pay 90% and said respondents shall and will bear and pay 10% of the cost of eliminating existing grade crossing of said respondents' track with Rockwood Avenue in the County of Multnomah, State of Oregon, in the manner described in the petitioner's petition and indicated generally by the drawings attached to and made a part thereof.

II

The cost of said grade crossing elimination to be so divided between these stipulating parties shall include the actual cost of the items relating to said grade separation as set forth in the petitioner's revised estimate received in evidence in this case as petitioner's Exhibit No. 2. It is understood and agreed that said revised estimate is based upon revised grade lines shown in petitioner's Exhibit 3, and upon a road pavement not exceeding 20 feet in width and upon a road subgrade not exceeding 30 feet in width. The said road pavement and roadbed excavations shall not include any pavement or excavations upon connecting roads.

Pux 58

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to eliminate an existing grade crossing of Rockwood Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) by means of a construction of a highway undercrossing structure in the Southeast quarter of the Northeast quarter (SE¼ NE¼) of Section 30, Township 1 North, Range 3 East, W.M., in Multnomah County, Oregon.

No. F-2360

STIPULATION

It is hereby stipulated and agreed by and between the petitioner and respondents, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, through their attorneys of record in this case that:

I

The petitioner shall and will bear and pay 90% and said respondents shall and will bear and pay 10% of the cost of eliminating existing grade crossing of said respondents' track with Rockwood Avenue in the County of Multnomah, State of Oregon, in the manner described in the petitioner's petition and indicated generally by the drawings attached to and made a part thereof.

II

The cost of said grade crossing elimination to be so divided between these stipulating parties shall include the actual cost of the items relating to said grade separation as set forth in the petitioner's revised estimate received in evidence in this case as petitioner's Exhibit No. 2. It is understood and agreed that said revised estimate is based upon revised grade lines shown in petitioner's Exhibit 3, and upon a road pavement not exceeding 20 feet in width and upon a road subgrade not exceeding 30 feet in width. The said road pavement and roadbed excavations shall not include any pavement or excavations upon connecting roads.

III

The actual cost of said grade crossing elimination of which respondents are to pay 10% as aforesaid shall be and is limited to the following items:

1. Excavation by State of roadbed for Rockwood Avenue having a base of width of 30 feet with excavation slopes of 1½ to 1, extending from Engineer's Station 2+00 to 17+00.

2. Construction by State of a pavement having a width of 20 feet, consisting of a compacted 6½" of selected subgrade materials and a 2" rock leveling course, including bituminous binding course, with a 2" thickness of asphaltic concrete leveling course, Class B mix, and a 1½" thickness of asphaltic concrete wearing surface, Class B mix, extending from Engineer's Station 2+00 to 17+00.

3. Construction by State of the railroad structure spanning Rockwood Avenue.

4. Grading by State for temporary detour track.

5. Expenditures made by Railroad Companies allowed and not prohibited by Works Program General Memorandum No. 299, issued by the Public Roads Administration, dated May 1, 1946, for the following work:

   (a) Make such revisions in existing railroad signal lines and communication systems as may be required to safeguard them during the construction of the project and reinstall the same in permanent locations after completion of the project.

   (b) Furnish such inspection, watchman and flagman services as may be necessary and required to safeguard railroad operations during the construction of the project.

   (c) Construct a temporary detour track for railroad use during construction of the proposed structure.

   (d) Remove the said temporary detour track and salvage rails, ties and rail fittings after reconnection of the main line track.

   (e) Remove sufficient of the existing main line track to permit construction of the proposed grade separation structure and replace and restore said track after construction.

In determining the amount of said actual cost quantities shall be based on final construction measurements and prices shall be based on contract bid prices of

work performed by the petitioner and on amounts billed by respondents to petitioner for work done by respondents.

Dated this 3d day of October, 1952.

C. W. ENFIELD

J. W. DeSOUZA

Attorneys for State Highway Commission.

ROY F. SHIELDS

F. J. BETZ

Attorneys for Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company.

Pux 57 - 58 - 59

EXHIBIT 2

REVISED ESTIMATES

148th AVENUE, ROCKWOOD AVENUE AND BIRDSDALE ROAD

RAILROAD GRADE SEPARATIONS

The following estimates are based upon revised grade lines and upon a 20-foot pavement with a 30-foot subgrade width:

148th AVENUE UNDERCROSSING

(a) Grading, Surfacing, Etc.

	Total	Estimated Unit Bid Price	Amount
General Excavation	26,171 cu. yds.	0.65	$17,011.15
Short Overhaul	157,025 yd. sta.	0.02	3,140.50
Long Overhaul	26,148 c-yd. Sta.	0.50	13,074.00
Rounding Cutbanks	1,800 lin. ft.	0.20	360.00
Selected Gravel in Base	785 cu. yds.	1.50	1,177.50
3/4"-0" in Base & Shoulders	323 cu. yds.	2.75	888.25
3/4"-0" in Binder Course	27 cu. yds.	3.50	94.50
RC-3 in Binder Course	4.62 tons	45.00	207.90
Class "B" Asphaltic Concrete	154 tons	7.50	1,155.00
RS-1 Emulsified Asphalt in Seal Coat	2.31 tons	45.00	103.95
Aggregate in Seal	16.9 cu. yds.	6.00	101.40
			$37,314.15
Engineering and Contingencies at 12½ percent			4,664.27
			$41,978.42

(b) Structure Carrying Railroad

Structural Excavation	440 cu. yds. at	$ 5.00	$ 2,200.00
Class A Concrete	475 cu. yds.	60.00	28,500.00
Metal Reinforcement	55,000 lbs.	0.11	6,050.00
Membrane Waterproofing	110 sq. yds.	6.00	660.00
			$37,410.00
Engineering and Contingencies at 12½ Percent			4,680.00
			$42,090.00

(c) Work by Railroad Company's Forces

Railroad Company Estimate - - - - - - - - - - - - - - $23,800.00

(d) Engineering and Miscellaneous Costs Incurred by State

Covered by allowances under items (a), (b) and (c).

Total Estimated Cost of Project - - - - - - $107,868.42

BIRDSDALE ROAD UNDERCROSSING

(a) Grading, Surfacing, Etc.

	Total	Estimated Unit Bid Price	Amount
General Excavation	24,844 cu. yds.	0.65	$16,148.60
Short Overhaul	141,815 yd. sta.	0.02	2,836.30
Long Overhaul	3,591 c-yd. sta.	0.50	1,795.50
Rounded Cutbanks	1,500 lin. ft.	0.20	300.00
Catch Basin	4 each	75.00	300.00
12" Concrete Pipe	405 lin. ft.	2.50	1,012.50
Selected Gravel in Base	646 cu. yds.	1.50	969.00
3/4"-0" in Base & Shoulders	231 cu. yds.	2.75	635.25
3/4"-0" in Binder Course	27 cu. yds.	3.50	94.50
RC-3 in Binder Course	4.62 tons	45.00	207.90
Class "B" Asphaltic Concrete	554 tons	7.00	3,878.00
RS-1 Emulsified Asphalt in Seal Coat	2.7 tons	45.00	121.50
Aggregate in Seal Coat	17.7 tons	6.00	106.20
			$28,405.25
Engineering and Contingencies at 12½ Percent			3,550.60
			$31,955.85

(b) Structure Carrying Railroad

	Total	Unit Price	Amount
Structural Excavation	440 cu. yds. at	$ 5.00	$ 2,220.00
Class A Concrete	475 cu. yds.	60.00	28,500.00
Metal Reinforcement	55,000 lbs.	0.11	6,050.00
Membrane Waterproofing	110 sq. yds.	6.00	660.00
			$37,410.00
Engineering and Contingencies at 12½ Percent			4,680.00
			$42,090.00

(c) Work by Railroad Company's Forces

Railroad Company Estimate - - - - - - - - - - - - - - - - $23,800.00

(d) Engineering and Miscellaneous Costs Incurred by State

Covered by allowances under items (a), (b) and (c).

Total Estimated Cost of Project - - - - - - $97,845.85

ROCKWOOD AVENUE UNDERCROSSING

(a) Grading, Surfacing, Etc.

	Total	Estimated Unit Bid Price	Amount
General Excavation	40,502 cu. yds.	$ 0.65	$26,326.30
Short Overhaul	243,097 yd. sta.	0.02	4,861.90
Long Overhaul	6,114 c-yd. sta.	0.50	3,057.00
Rounded Cutbank	1,220 lin. ft.	0.20	244.00
Selected Gravel in Base	754 cu. yds.	1.50	1,131.00
3/4"-0" in Base & Shoulders	277 cu. yds.	2.75	761.75
3/4"-0" in Binder Course	34.6 cu. yds.	3.50	121.10
RC-3 in Binder Course	5.38 tons	45.00	242.10
Class "B" Asphaltic Concrete	669 tons	7.00	4,683.00
RS-1 Emulsified Asphalt in Seal Coat	3.1 tons	45.00	139.50
Aggregate in Seal Coat	21.5 tons	6.00	129.00
			$41,696.65
Engineering and Contingencies at 12½ Percent			5,212.08
			$46,908.73

(b) Structure Carrying Railroad

Structural Excavation	440 cu. yds. at	$ 5.00	$ 2,200.00
Class A Concrete	475 cu. yds.	60.00	28,500.00
Metal Reinforcement	55,000 lbs.	0.11	6,050.00
Membrane Waterproofing	110 sq. yds.	6.00	660.00
			$37,410.00
Engineering and Contingencies at 12½ Percent			4,680.00
			$42,090.00

(c) Work by Railroad Company's Forces:

Railroad Company Estimate - - - - - - - - - - - - - - - - $23,800.00

(d) Engineering and Miscellaneous Costs Incurred by State

Covered by allowances under items (a), (b) and (c).

Total Estimated Cost of Project $112,798.73

TOTAL FOR THREE PROJECTS - - - - - - - - - - - - - - - - $318,513.00

September 4, 1952

FORM E-90 37,500 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

October 27, 1952
Salem, Oregon

SUBJECT: Pux 57 - N.E. 148th Ave. Undercrossing
Multnomah County

To: Mr. W. C. Williams ✓
Mr. G. S. Paxson (5)
Mr. H. G. Smith (2)
Mr. E. A. Collier (2)
Mr. A. G. Skelton
Mr. F. B. Crandall

NOTED
W. C. WILLIAMS

Gentlemen:

Under date of October 20th you were sent copy of PUC Order No. 31049, with reference to the N.E. 148th Avenue Undercrossing on the T. H. Banfield Expressway.

Page 2 of the order was in error in that it indicated that the proposed structure would carry traffic over the railroad, and the Public Utilities Commissioner now has issued a corrected page for substitution in the order. A copy thereof is enclosed herewith so that you may substitute it in your copy of the order.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc. 1

RECEIVED
OCT 28 1952
OFFICE OF
STATE HIGHWAY ENGINEER

tracks and lies adjacent thereto, and which will pass over N. E. 148th Avenue at approximately the same elevation as the railroad.

It is proposed by the petitioner that, after its completion, the grade separation structure with all its rail facilities and appurtenances shall be maintained by Railroad Company.

Evidence was adduced on behalf of both parties, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, the Commissioner finds that:

The T. H. Banfield Expressway will carry a heavy volume of vehicular traffic when completed at comparatively high speeds, will provide limited access to vehicular travel in this immediate area, and it is therefore necessary and desirable to separate the grades at N. E. 148th Avenue and the T. H. Banfield Expressway.

The estimated average daily volume of vehicular traffic under the proposed structure will be 200 vehicles per day, and the train movements will average eleven per day with increases in traffic volumes on both highway and railroad anticipated.

The approaches to the proposed structure will provide an ascending grade of 0.451% from the North, and a descending grade of 7.38% from the South, with approach grades connected by a 200-foot vertical curve.

The division of costs, incidental to the construction of the structure, to be borne by Oregon State Highway Commission and Railroad Company has been agreed upon, and the details thereof set forth in an agreement received on October 6, 1952.

Upon completion of the grade separation structure, Multnomah County has agreed to maintain the roadway beneath the structure and all facilities necessary thereto at its own expense.

From the foregoing, the Commissioner concludes that the construction of the grade crossing structure at the intersection of N. E. 148th Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee), in Multnomah County, is in the public interest, is necessary to the integration of the T. H. Banfield Expressway traffic control, and the application therefore should be granted; it is therefore

FORM E-90 37,500 4-52 96605

Const
Grade Xings
[illegible]

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 20, 1952

SUBJECT: Pux 57 - N. E. 148th Ave. Undercrossing
Multnomah County

To: Mr. W. C. Williams ✓
Mr. G. S. Paxson (5)
Mr. H. G. Smith (2)
Mr. E. A. Collier (2)
Mr. A. G. Skelton
Mr. F. B. Grandall

Gentlemen:

Herewith I hand you copy of PUC order No. 30949, PUC File F-2359, with reference to grade separation structure on N.E. 148th Avenue over the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) proposed for construction in connection with the T. H. Banfield Expressway.

The order in general gives the relief prayed for by the State Highway Commission, although it is in error in the 4th and 5th paragraphs on page 2 which would indicate that the purpose of the separation structure is for the purpose of separating traffic on the county road and the expressway, rather than to separate traffic on the county road and on the railroad. This, however, is probably an immaterial consideration.

For your further information there is attached hereto a copy of the stipulation filed in the proceeding which details the coöperative items. There also is enclosed a copy of the detailed preliminary estimate of cost which was filed at the hearing.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 3

RECEIVED
OCT 27 1952

Order # 30949

BEFORE THE PUBLIC UTILITIES COMMISSIONER

OF OREGON

F-2359

RECEIVE
OCT 20 1952

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to eliminate an existing grade crossing of NE 148th Avenue and the tracks of Oregon-Washington Railroad and Navigation Company (Union Pacific Railroad Company, Lessee) by means of construction of a highway undercrossing structure in the Southeast quarter of the Northwest quarter (SE¼NW¼) of Section 25, Township 1 North, Range 2 East, W.M., in Multnomah County, Oregon.

ORDER

The above entitled matter was duly heard on Thursday, September 4, 1952, at 10:58 A.M., in Room 720 State Office Building, Portland, Oregon, before C. E. Jaqua, Utility Engineer, representing the Commissioner. The following appearances are of record herein:

J. W. DeSouza, Assistant Counsel, Salem, Oregon
In behalf of Oregon State Highway Commission

F. J. Betz, Attorney, Portland, Oregon
In behalf of Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company

On July 11, 1952, the Commissioner received the application of the State of Oregon, by and through its State Highway Commission, for authority to eliminate an existing grade crossing at 148th Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee), sometimes hereinafter referred to as Railroad Company, by means of the construction of a highway undercrossing structure.

The petitioner states that this undercrossing structure will be made necessary by the construction of the T. H. Banfield Expressway which parallels the Railroad Company's tracks and lies adjacent thereto, and which will pass over N. E. 148th Avenue at approximately the same elevation as the railroad.

It is proposed by the petitioner that, after its completion, the grade separation structure with all its rail facilities and appurtenances shall be maintained by Railroad Company.

Evidence was adduced on behalf of both parties, the hearing was completed and the matter submitted for determination. Based upon said evidence and record, the Commissioner finds that:

The T. H. Banfield Expressway will carry a heavy volume of vehicular traffic when completed at comparatively high speeds, will provide limited access to vehicular travel in this immediate area, and it is therefore necessary and desirable to separate the grades at N. E. 148th Avenue and the T. H. Banfield Expressway.

The estimated average daily volume of vehicular traffic over the proposed structure will be 200 vehicles per day, and the train movements will average eleven per day with increases in traffic volumes on both highway and railroad anticipated.

The approaches to the proposed structure will provide an ascending grade of 0.451% from the North, and a descending grade of 7.38% from the South, with approach grades connected by a 200-foot vertical curve.

The division of costs, incidental to the construction of the structure, to be borne by Oregon State Highway Commission and Railroad Company has been agreed upon, and the details thereof set forth in an agreement received on October 6, 1952.

Upon completion of the grade separation structure, Multnomah County has agreed to maintain the roadway beneath the structure and all facilities necessary thereto at its own expense.

From the foregoing, the Commissioner concludes that the construction of the grade crossing structure at the intersection of N. E. 148th Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee), in Multnomah County, is in the public interest, is necessary to the integration of the T. H. Banfield Expressway traffic control, and the application therefore should be granted; it is therefore

ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for authority to elimiate an existing grade crossing of N. E. 148th Avenue and the tracks of Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) by means of construction of a highway undercrossing structure in the Southeast Quarter of the Northwest Quarter of Section 25, Township 1 North, Range 2 East, Willamette Meridian, Multnomah County, Oregon, is granted; and it is further

ORDERED that the construction shall be in accordance with accepted engineering standards and in conformance with plans submitted by Oregon State Highway Commission and agreed to by Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee), copies of which are attached to the petition and by this reference made a part hereof; and it is further

ORDERED that the cost of construction shall be borne in accordance with the provisions set forth in the stipulation agreed to by Attorneys for Oregon State Highway Commission and Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee) dated October 3, 1952, which provides that the petitioner shall bear 90% and Railroad Companies shall bear 10% of the costs incidental to the elimination of the existing grade crossing at N. E. 148th Avenue and the construction of the separation structure at that location in the manner described in the petitioner's petition and further outlined in the stipulation; and it is further

ORDERED that the costs to be paid as above indicated shall include the actual cost of the items relating to said grade separation as set forth in the petitioner's revised estimate received in evidence in this case as Petitioner's Exhibit No. 2 based upon revised grade lines as shown on the Petitioner's Exhibit No. 3 and upon a road pavement not to exceed 20 feet in width and a road subgrade not to exceed 30 feet in width and further limited to the items set forth in Paragraph III of the above mentioned stipulation; and it is further

ORDERED that upon its completion, the undercrossing structure, together with its tracks, roadbed, and railroad facilities and appurtenances shall be maintained by Oregon-Washington Railroad & Navigation Company (Union Pacific Railroad Company, Lessee); and it is further

ORDERED that the roadway beneath the structure and all facilities necessary thereto shall be maintained by and at the expense of Multnomah County; and it is further

ORDERED that upon completion of the structure the designation 2A-9.5-B shall be assigned thereto as a means of identification in the Commissioner's Catalog of the Crossings of the State of Oregon.

Made and entered this 16th day of October, 1952.

CHAS. H. HELTZEL

Public Utilities Commissioner

ATTEST:

MARJORIE K. SHAFFER

Secretary

(OFFICIAL SEAL)

Pux 57

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the Matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to eliminate an existing grade crossing of N. E. 148th Avenue and the tracks of Oregon-Washington Railroad and Navigation Company (Union Pacific Railroad, Lessee) by means of construction of a highway undercrossing structure in the Southeast quarter of the Northwest quarter (SE¼ NW¼) of Section 25, Township 1 North, Range 2 East, W.M., in Multnomah County, Oregon.	No. F-2359 **STIPULATION**

It is hereby stipulated and agreed by and between the petitioner and respondents, Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, through their attorneys of record in this case that;

I

The petitioner shall and will bear and pay 90% and said respondents shall and will bear and pay 10% of the cost of eliminating existing grade crossing of said respondents' track with N. E. 148th Avenue in the County of Multnomah, State of Oregon, in the manner described in the petitioner's petition and indicated generally by the drawings attached to and made a part thereof.

II

The cost of said grade crossing elimination to be so divided between these stipulating parties shall include the actual cost of the items relating to said grade separation as set forth in the petitioner's revised estimate received in evidence in this case as petitioner's Exhibit No. 2. It is understood and agreed that said revised estimate is based upon revised grade lines shown in petitioner's Exhibit 3, and upon a road pavement not exceeding 20 feet in width and upon a road subgrade not exceeding 30 feet in width. The said road pavement and roadbed excavations shall not include any pavement or excavations upon connecting roads.

III

The actual cost of said grade crossing elimination of which respondents are to pay 10% as aforesaid shall be and is limited to the following items:

1. Excavation by State of roadbed for N. E. 148th Avenue having a base of width of 30 feet with excavation slopes of 1½ to 1, extending from Engineer's Station 2+00 to 17+00.

2. Construction by State of a pavement having a width of 20 feet, consisting of a compacted 6½" of selected subgrade materials and a 2" rock leveling course, including bituminous binding course, with a 2" thickness of asphaltic concrete leveling course, Class B mix, and a 1½" thickness of asphaltic concrete wearing surface, Class B mix, extending from Engineer's Station 2+00 to 17+00.

3. Construction by State of the railroad structure spanning N. E. 148th Avenue

4. Grading by State for temporary detour track.

5. Expenditures made by Railroad Companies allowed and not prohibited by Works Program General Memorandum No. 299, issued by the Public Roads Administration, dated May 1, 1946, for the following work:

   (a) Make such revisions in existing railroad signal lines and communication systems as may be required to safeguard them during the construction of the project and reinstall the same in permanent locations after completion of the project.

   (b) Furnish such inspection, watchman and flagman services as may be necessary and required to safeguard railroad operations during the construction of the project.

   (c) Construct a temporary detour track for railroad use during construction of the proposed structure.

   (d) Remove the said temporary detour track and salvage rails, ties and rail fittings after reconnection of the main line track.

   (e) Remove sufficient of the existing main line track to permit construction of the proposed grade separation structure and replace and restore said track after construction.

In determining the amount of said actual cost quantities shall be based on final construction measurements and prices shall be based on contract bid prices of

work performed by the petitioner and on amounts billed by respondents to petitioner for work done by respondents.

Dated this 3d day of October, 1952.

C. W. ENFIELD

J. W. DeSOUZA

Attorneys for State Highway Commission.

ROY F. SHIELDS

F. J. BETZ

Attorneys for Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company.

Pux 57 - 58 - 59

EXHIBIT 2

REVISED ESTIMATES

148th AVENUE, ROCKWOOD AVENUE AND BIRDSDALE ROAD

RAILROAD GRADE SEPARATIONS

The following estimates are based upon revised grade lines and upon a 20-foot pavement with a 30-foot subgrade width:

148th AVENUE UNDERCROSSING

(a) Grading, Surfacing, Etc.

	Total	Estimated Unit Bid Price	Amount
General Excavation	26,171 cu. yds.	0.65	$17,011.15
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Long Overhaul	26,148 c-yd. Sta.	0.50	13,074.00
Rounding Cutbanks	1,800 lin. ft.	0.20	360.00
Selected Gravel in Base	785 cu. yds.	1.50	1,177.50
3/4"-0" in Base & Shoulders	323 cu. yds.	2.75	888.25
3/4"-0" in Binder Course	27 cu. yds.	3.50	94.50
RC-3 in Binder Course	4.62 tons	45.00	207.90
Class "B" Asphaltic Concrete	154 tons	7.50	1,155.00
RS-1 Emulsified Asphalt in Seal Coat	2.31 tons	45.00	103.95
Aggregate in Seal	16.9 cu. yds.	6.00	101.40
			$37,314.15
Engineering and Contingencies at 12½ percent			4,664.27
			$41,978.42

(b) Structure Carrying Railroad

	Total	Unit Price	Amount
Structural Excavation	440 cu. yds. at	$ 5.00	$ 2,200.00
Class A Concrete	475 cu. yds.	60.00	28,500.00
Metal Reinforcement	55,000 lbs.	0.11	6,050.00
Membrane Waterproofing	110 sq. yds.	6.00	660.00
			$37,410.00
Engineering and Contingencies at 12½ Percent			4,680.00
			$42,090.00

(c) Work by Railroad Company's Forces

Railroad Company Estimate - - - - - - - - - - - - - - - $23,800.00

(d) Engineering and Miscellaneous Costs Incurred by State

Covered by allowances under items (a), (b) and (c).

Total Estimated Cost of Project - - - - - - $107,868.42

BIRDSDALE ROAD UNDERCROSSING

(a) Grading, Surfacing, Etc.

	Total	Estimated Unit Bid Price	Amount
General Excavation	24,844 cu. yds.	0.65	$16,148.60
Short Overhaul	141,815 yd. sta.	0.02	2,836.30
Long Overhaul	3,591 c-yd. sta.	0.50	1,795.50
Rounded Cutbanks	1,500 lin. ft.	0.20	300.00
Catch Basin	4 each	75.00	300.00
12" Concrete Pipe	405 lin. ft.	2.50	1,012.50
Selected Gravel in Base	646 cu. yds.	1.50	969.00
3/4"-0" in Base & Shoulders	231 cu. yds.	2.75	635.25
3/4"-0" in Binder Course	27 cu. yds.	3.50	94.50
RC-3 in Binder Course	4.62 tons	45.00	207.90
Class "B" Asphaltic Concrete	554 tons	7.00	3,878.00
RS-1 Emulsified Asphalt in Seal Coat	2.7 tons	45.00	121.50
Aggregate in Seal Coat	17.7 tons	6.00	106.20
			$28,405.25
Engineering and Contingencies at 12½ Percent			3,550.60
			$31,955.85

(b) Structure Carrying Railroad

	Total	Estimated Unit Bid Price	Amount
Structural Excavation	440 cu. yds. at	$ 5.00	$ 2,220.00
Class A Concrete	475 cu. yds.	60.00	28,500.00
Metal Reinforcement	55,000 lbs.	0.11	6,050.00
Membrane Waterproofing	110 sq. yds.	6.00	660.00
			$37,410.00
Engineering and Contingencies at 12½ Percent			4,680.00
			$42,090.00

(c) Work by Railroad Company's Forces

Railroad Company Estimate - - - - - - - - - - - - - - -	$23,800.00

(d) Engineering and Miscellaneous Costs Incurred by State

Covered by allowances under items (a), (b) and (c).

Total Estimated Cost of Project - - - - - -	$97,845.85

ROCKWOOD AVENUE UNDERCROSSING

(a) Grading, Surfacing, Etc.

	Total	Estimated Unit Bid Price	Amount
General Excavation	40,502 cu. yds.	$ 0.65	$26,326.30
Short Overhaul	243,097 yd. sta.	0.02	4,861.90
Long Overhaul	6,114 c-yd. sta.	0.50	3,057.00
Rounded Cutbank	1,220 lin. ft.	0.20	244.00
Selected Gravel in Base	754 cu. yds.	1.50	1,131.00
3/4"-0" in Base & Shoulders	277 cu. yds.	2.75	761.75
3/4"-0" in Binder Course	34.6 cu. yds.	3.50	121.10
RC-3 in Binder Course	5.38 tons	45.00	242.10
Class "B" Asphaltic Concrete	669 tons	7.00	4,683.00
RS-1 Emulsified Asphalt in Seal Coat	3.1 tons	45.00	139.50
Aggregate in Seal Coat	21.5 tons	6.00	129.00
			$41,696.65
Engineering and Contingencies at 12½ Percent			5,212.08
			$46,908.73

(b) Structure Carrying Railroad

Structural Excavation	440 cu. yds. at	$ 5.00	$ 2,200.00
Class A Concrete	475 cu. yds.	60.00	28,500.00
Metal Reinforcement	55,000 lbs.	0.11	6,050.00
Membrane Waterproofing	110 sq. yds.	6.00	660.00
			$37,410.00
Engineering and Contingencies at 12½ Percent			4,680.00
			$42,090.00

(c) Work by Railroad Company's Forces:

Railroad Company Estimate - - - - - - - - - - - - - - - - $23,800.00

(d) Engineering and Miscellaneous Costs Incurred by State

Covered by allowances under items (a), (b) and (c).

Total Estimated Cost of Project $112,798.73

TOTAL FOR THREE PROJECTS - - - - - - - - - - - - - - - - $318,513.00

September 4, 1952

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FOR FILING
FORM E-30K 15M 1-52 86419

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 9, 1952

NOTED
W. C. WILLIAMS

SUBJECT: Pux 57 - N.E. 148th Ave. Undercrossing
Pux 58 - Rockwood Road Undercrossing
Pux 59 - Birdsdale Road Undercrossing

To: MEMORANDUM TO FILE:

Combined hearings on the three matters covered by this memorandum were held in the State Office Building, Portland, Oregon, on September 4, 1952, before C. E. Jaqua, sitting as Examiner for the Public Utilities Commissioner. These hearings followed immediately after the hearing on the Cereghino Overcrossing, file Pux 60.

The Railroad Companies were represented by F. J. Betz, and the State Highway Commission was represented by the writer.

Mr. A. G. Skelton testified regarding the general nature of the project and Mr. G. S. Paxson testified regarding the details of the structures and the plan of construction.

Mr. J. G. Kimmel, Assistant Superintendent, and Mr. E. F. Kidder, Division Engineer, were placed on the stand by Mr. Betz for the Railroad Companies.

It was agreed that the Railroad Companies will cooperate to the extent of 10% of the cost of (a) The railroad structure, (b) Excavations in accordance with the profiles submitted, based upon a roadbed width of 30' with 1½ to 1 slopes, and (c) A 20' width of pavement as shown on the typical grading and paving section for the three crossings. It was the position of this Department that the railroad expenditures should be considered as a part of the total cost of the project in calculating the railroad's 10%.

In connection with the Birdsdale Avenue crossing, it was brought out that Osburn Road will be closed at its connections with the State highway, and that outer highways or service roads will be built north of the highway and south of the railroad to afford connections with Birdsdale Avenue. The connection on the north is to be maintained by the State Highway Commission and the connection on the south is to be maintained by Multnomah County. It also was brought out that all three of the county roads will maintain their identity as such, and will be maintained by Multnomah County. The cost of constructing the highway overcrossings over the three county roads was not made a part of the hearing estimates. Revised estimates were introduced in evidence as approximate estimates of the work on which the railroad cooperation is to be calculated. These revisions came about by reason of reducing the railroads share of grading and paving below the standards of the actual construction to be accomplished.

cc: Mr. E. A. Collier (2)
JWD:mb Mr. A. G. Skelton
cc: Mr. W. C. Williams
Mr. G. S. Paxson
Mr. H. G. Smith (2)

J. W. DeSOUZA
Assistant Counsel

BF-108(7) Lapine-Forest Bdry. Unit, 1953
Lapine-Diamond Lake Jct. Sec.,
#3880 The Dalles-California Hwy.

FORM 2-129 5M REVISED 3-54

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BI-108([illegible])
BF-120(4)
3880

COMMISSIONERS
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OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 23, 1954

Mr. W. C. Williams
Deputy State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Williams:

With reference to the enclosed copy of letter to the Highway Commission, we will need the Commission's approval not only of the increased authorization of $40,000 for Contract No. 4200, BF-330(4) but also of an increased program allotment for the Lapine-Diamond Lake Junction 3880 Section, as all amounts allotted to that section (except 1957 F. A. funds) have been contracted.

To handle this situation, I suggest that the $650,000 of 1954-55 bond funds allotted to the section be increased to $695,000. This will require Commission approval.

If you will refer to the Five-year Program you will see what I mean.

Very truly yours,

S H Probert

S. H. Probert
Office Engineer

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FORM E-30X 37½ 8-54 70730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 6, 1954

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. E. Chandler
Division Engineer
State Highway Department
P. O. Box 151
Bend, Oregon

Please prepare a right of way fencing project on the Lapine-Diamond Lake Junction Section in the amount of $25,000. As this amount of money will not finish the entire section, please locate the section to be constructed where in your opinion it would do the most good.

Forrest Cooper
Forrest Cooper
Ass't Construction Engineer

FC:ps
cc: W. C. Williams

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R. H. Baldock

June 9th, 1954

Lapine-Forest Boundary Unit
Contract #3880

FINAL COST ANALISIS
Grading and Paving

The Dalles-California Highway
Prefix 18-1054 BF-108(7) BF-120(4)

Rogers Construction Co. and Babler Bros., Contractors
H. S. Cox, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Clearing & Grubbing		All	$	$	$ 10,675.88	$ 20,000.00
*Struct. Exc., Unclass.	237.34	Cu. Yd.	3.00	2.57	609.92	712.02
*Trench " "	219.25	" "	3.00	1.72	377.05	657.75
*Spec. Borrow Exc., Unclass.	207,831.4	" "	0.35	0.367	76,220.15	72,740.99
*Gen'l. Exc., Unclass.	4,007.4	" "	0.50	0.559	2,242.49	2,003.70
*Short Overhaul	4,483.7	Yd. Sta.	0.02	0.02	89.67	89.67
*Truck Haul on Borrow	1,715,416.7	Yd. Mi.	0.06	0.065	110,918.51	102,925.00
*Finish R/B & Slopes	9.07	Mile	400.00	396.86	3,599.53	3,628.00
*12" Concrete Pipe	723	Lin. Ft.	1.50	1.89	1,367.79	1,084.50
*18" " "	549	" "	3.00	4.28	2,348.16	1,647.00
*24" " "	219	" "	4.00	5.28	1,156.99	876.00
*30" " "	39	" "	6.00	7.39	288.20	234.00
*36" Corr. Metal Pipe	210	" "	11.00	10.82	2,271.54	2,310.00
*Salvaging Culvert Pipe	84	" "	2.00	1.73	145.73	168.00
*Pit-run Cinders in Base	32,359.6	Cu. Yd.	0.90	0.95	30,750.40	29,123.64
*3/4"-0" Cinders in Base and Shoulders	19,342.4	" "	1.60	1.41	27,163.49	30,947.84
*Sprinkling	6,737.938	M/Gal.	1.75	1.64	11,034.14	11,791.39
*3/4"-0" Cinders in Binder Course	1,408	Cu. Yd.	2.75	2.27	3,193.57	3,872.00
RC-3 Asphalt in Binder	199	Ton	42.00	40.61	8,080.49	8,387.82
Asphaltic Concrete Mixture	16,348.535	"	4.40	3.736	61,078.23	71,933.55
86-100 Asphalt in Mixture	2,114.26	"	32.00	31.08	65,726.00	67,656.32
Furnish & Place 200-300 Asphalt	179.62	"	44.00	40.68	7,307.44	7,903.28

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Aggregate in Pavement Seal	696	Cu. Yd.	$4.25	$2.72	$ 1,892.50	$ 2,958.00
Aggregate in Type 0-9 Oil Mat	2,000	" "	3.20	1.85	3,705.49	6,400.00
Furnish & Place 150-200 Asphalt	211	Ton	44.00	43.28	9,131.90	9,284.00
Asphaltic Concrete Traffic Marker	863.9	Lin. Ft.	1.00	0.813	702.74	863.90
PA #1, Purchase Excess Oil and Paving Aggregate in Stockpiles	4,308.8	Cu. Yd.	0.50	0.745	3,210.05	2,154.40
					$445,288.05	$462,352.77
Oil Rock Sold to Deschutes County Stockpiled at Crusher	7,400	Cu. Yd.	1.25	0.745	5,513.15	9,250.00
					$450,801.20	$471,602.77

* Work done all or part by R. A. Heintz Construction Co.

	Gross Revenue	Total Cost	Profit	Loss	% Profit	% Loss
Rogers Construction Co. and Babler Bros.	$220,749.62	$188,407.64	$32,341.98		14.6%	
R. A. Heintz Construction Co.	250,853.15	262,393.56	————	$11,540.41		4.6%
Total	$471,602.77	$450,801.20	$20,801.57		4.4%	

Rogers & Babler

Detail of Cost

Labor:

Labor & Supervision					$40,018.84	
Labor Insurance					2,389.74	$ 42,408.58

Materials:

86-100 Asphalt	2,114.26	Tons	at	$22.43	$47,428.46	
Freight on 86-100 Asphalt	2,114.26	"	"	8.05	17,008.79	
RC-3 Asphalt	199.71	"	"	25.20	5,032.69	
Freight on RC-3 Asphalt	199.71	"	"	8.64	1,725.28	
200-300 Asphalt	179.62	"	"	22.50	4,041.45	
Freight on 200-300 Asphalt	179.62	"	"	8.15	1,463.89	
150-200 Asphalt	211	"	"	22.12	4,677.08	
Freight on 150-200 Asphalt	211	"	"	8.05	1,698.83	83,076.47

Equipment Rentals, Supplies & Misc.:

Equipment Rentals (Owned)	$30,797.61	
Hired Trucks	8,193.00	
Gas, Oil & Grease	8,721.30	
P.L. & P.D. Insurance	466.78	
P.U.C. Fees	115.35	
Small Tools & Misc.	1,208.75	
Freight & Cartage	2,478.00	
Bond	1,157.94	
Fuel Oil	3,504.96	
Freight on Heating Oil	1,880.50	
Home Office & General Overhead	4,398.40	62,922.59

Total Cost. $188,407.64

R. A. Heintz

Detail of Cost

Labor:			
Labor & Supervision		$ 99,752.25	
Labor Insurance		6,291.49	$106,043.74
Materials:			
12" Concrete Pipe	723 Lin. Ft. at $1.05	$ 759.15	
18" " "	549 " " " 2.30	1,262.70	
24" " "	219 " " " 3.30	722.70	
30" " "	39 " " " 4.60	179.40	
36" Corr. Metal Pipe	210 " " " 8.08	1,697.58	
36" " " Bands	10 Each " 6.46	64.60	4,686.13
Equipment Rentals, Supplies & Misc.:			
Equipment Rentals (Owned)		$117,892.53	
Gas, Oil & Grease		17,957.95	
P.L. & P.D. Insurance		1,173.37	
Cement		46.74	
Lumber		583.48	
Small Tools & Misc.		2,446.90	
Bond		1,531.72	
Home Office & General Overhead		5,136.00	146,768.69
Paid to Wm. Anderson (Hauling Water)			4,895.00
Total Cost........................			$262,393.56

Rogers Construction Co.

Breakdown of Crushing

	Cost	Quantity	Unit	Unit Cost
Move In & Set Up	$ 5,404.95	51,155	Cu. Yd.	$0.106
Load & Haul to Crusher	10,807.58	"	" "	0.211
Crushing	16,163.95	"	" "	0.316
Stockpiling (At Crusher)	5,735.08	"	" "	0.112
	$38,111.56			$0.745

The crushing plant operated 405 working hours for an average production of 126.3 cu. yds. per working hour.

Cost Breakdown of Asphaltic Concrete (Cinders)

	Cost	Quantity	Unit	Unit Cost
Move In & Set Up	$ 3,139.57	16,348.54	Tons	$0.192
Feed Plant	2,514.86	"	"	0.154
Heat & Mix	18,527.48	"	"	1.133
Haul to Road (9 Mi. Av. Haul)	17,079.09	"	"	1.044
Street Work	7,904.55	"	"	0.483
Cost of Aggregate	11,934.43	"	"	0.73
	$ 61,099.98	"	"	$3.736
Asphalt (Bid Separately)	65,726.00	"	"	4.02
Total Cost	$126,825.98			$7.756

The asphaltic concrete was made of 86% cinders and 14% (86-100) asphalt. A Pioneer continuous mixing plant was set up in the cinder deposit located 4.26 miles easterly from the The Dalles-California Highway at M.P. 171.62 (Finley Butte). The paving plant operated 202 hours for an average production of 80.9 tons per hour. The weight of cinders used in the plant mix on this project averaged about 1,775 lbs. per cu. yd.

Remarks:

This was a "Regular Federal Aid Project". The contract, calling for the construction of 9.07 miles of highway roadbed, 9.07 miles of cinder base and 9.07 miles of asphaltic concrete pavement, was bid and awarded January 21, 1953, and completed September 26, 1953.

Clearing and grubbing started March 3, 1953, using two D-8 cats and dozers with a crew of 10 men. Clearing consisted of clearing and grubbing a 10-foot strip of Jack Pine timber on each side of the highway.

Special borrow excavation and pit run cinders in base were taken from a cinder pit (Finley Butte) located 4.26 miles easterly from the The Dalles-California Highway at M.P. 171.62. Two D-8 cats with dozers were used in pushing cinders to a 54-inch belt Euclid loader. Then they were hauled in company-owned DW 20's built up to haul 40 cu. yds. (actual 36.5 cu. yds.) and handled on the road with D-8 cat and dozer and #12 cat blade. Having low bid prices on special borrow excavation and pit run cinders in base, these items show a loss.

The haul on special borrow was paid by the yard mile haul. From 9 to 12 DW 20's were used in hauling cinders. The long haul was 8.8 miles average, which would have been an economical haul for trucks but the contractor elected to use built-up DW 20's. The long haul and operating the DW 20's wide open proved to be very costly in repairs and down time. Having a low bid price with costly repairs and down time, this item shows a loss.

All crushed materials were produced from Finley Butte. A two-crusher plant was moved in February 27, 1953, and started crushing March 4, 1953. The crushing plant operated two 9-hour shifts after the first week, and all crushed materials were stockpiled at the plant. The plant was fed with 3/4 cu. yd. shovel and two 6 cu. yd. Dumptors. High production was made on all crushed materials.

On August 13, 1953, the contractor moved a Pioneer continuous mix asphaltic concrete paving plant into Finley Butte cinder pit, started paving August 17, 1953, and completed paving September 14, 1953. The paving plant operated 202 hours, for an average production of 80.9 tons per hour. With high production and low move in cost, this item shows a profit.

The contractor suffered a loss on special borrow excavation and pit run cinders due to low bid prices. The contractor hade excellent production on crushing and asphaltic concrete, resulting in a nice profit.

Oscar Cutler
Chief Cost Analyst

By . . K. T. Wechter

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 8, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3880 FF 1[illegible](1) BF-120(4)	8-A Post-final	Rogers Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1952	B-86795	$2,154.40	2/4/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: None

Completion Date: Sep. 21, 1953

Date Accepted: Oct. 29, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-9-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: FEB 9 1954
a-a Wicklander

RECEIVED
JAN 29 1954
FOR FILING

[illegible]
[illegible]
[illegible]

January 28, 1954

The Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

We wish to advise you that a post-final payment in the amount of $2,154.40 will be released to Rogers Construction Co. on contract No. 3880, covering the Lapine-Forest Boundary Unit, Lapine-Diamond Lake Junction Section of the The Dalles-California Highway in Klamath and Deschutes County.

This post-final payment will be released at once.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
1-28-54

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OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 12, 1954

EF-1[illegible](1) (CONTRACT NO.) EF-1[illegible](1)	(EST. NO.)	(CONTRACTOR)
3880	8-final	ROGERS CONSTRUCTION CO.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
26318	D-84549	$ 13,803.22 1/8/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: None

Completion Date: Sep. 21, 1953

Date Accepted: Oct. 29, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-13-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

1-14-54

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FOR FILING

F - [illegible] (1)
rF [illegible] (1)
[illegible]

December 28, 1953

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 3880 for work performed on the Lapine-Forest Boundary Unit, Lapine-Diamond Lake Junction Section of the The Dalles-California Highway in Klamath and Deschutes Counties was completed by the contractor, Rogers Construction Co., on September 21, 1953 and was formally accepted by the Highway Commission on October 29, 1953.

Final payment in the amount of $13,803.22 will be released to the contractor on or after January 7, 1954. The total contract amount is $460.198.37 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

FILED ON CARD
12-28-53

FORM E-123X 3M 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

BF-118(7)

November 9th, 1953

R. A. Heintz Construction Co.
8101 N. E. Union Avenue
Portland 11, Oregon

Gentlemen:

Some time ago you requested permission to remeasure the Finley Butte cinder pit as you did not feel that you had received a representative measurement. I, of course, granted this permission with the idea that if you could show any startling discrepancy we would recheck our measurement to see if we could find any error in our work.

That portion of the pit used in the roadbed fill was paid for by cross section measurement, and we computed this to be 207,831.4 cubic yards. There also was taken from the pit 32,359.6 cubic yards truck measurement. Inasmuch as the Pettijohn Engineering Company's work was done after both yardages were taken from the pit, it was necessary for them to adjust the volume paid for by truck measurement to original volume in place, and in order to do this, they used a factor of 1.4924141, or 21,683 cubic yards in place. This factor of 1.4924141 is a factor obtained by comparing the cut yardage with the fill yardage after compaction had taken place on the road, and has no relation to the original volume in a pit compared to truck measurement volume. We have no definite data with respect to the volume in the cinder pit compared with truck measurement, but in the construction of the Redmond Airport the Army measured the cinders both ways, by cross section measurement of the cinder pit and by truck measurement, and found the factor to be about 1.20. These measurements lasted over several months, and the ratio was quite uniform. If the factor of 1.20 were used, the computations would show that you had been overpaid.

I was also puzzled about the platted cross sections, as it seemed to me that the Pettijohn Engineering Company made several assumptions which might render questionable their measurement of the pit itself. At any rate, their conclusion only involves 1,615 yards out of 207,831, which is less than eight-tenths of one percent.

In view of the fact that the Highway measurements were taken during the job and do not involve any assumption and that no major discrepancy has been shown, we must stand on our original estimate.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. G. Smith
Construction Office Engineer

HGS:AR

cc to: W. C. Williams✓
W. E. Chandler
H. S. Cox
Rogers Construction Co.

RECEIVED
OCT 9 1953
FOR FILING

October 8, 1953

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N.Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction Co. on contract No. 3880, covering grading and paving on the Lapine-Forest Boundary Unit, Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath and Deschutes Counties. This payment, in the amount of $84,003.44 will be released to contractor on or after October 19, 1953. The retained percentage is $13,006.04.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

YH

cc - The Fidelity & Casualty Co. of New York
Pallett, Fisher & Carlo, Inc.
U.S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
10-8-53
m

RECEIVED
OCT 1 1953
FOR FILING

BF-108(7)
[illegible]
3880

September 30, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 21, 1953 on Contract No. 3880, Lapine-Forest Boundary Unit, Lapine-Diamond Lake Junction Section, in Klamath and Deschutes Counties, in connection with Federal-aid Project No. BF-108 (7), BF-120 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

cc: John Cattrall

Form E-1—1036—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 26, 1953

Kind of work Grading and Paving

Section LaPine-Forest Boundary

Section prefix 18-1054

Highway The Dalles-California

Contract number 5880

Contractor Rogers Construction Co.

Date of completion Oct. 30, 1953

Date of contract March 2, 1953

Estimated date of completion Sept. 21, 1953

Date work started March 2, 1953

Per cent of time elapsed 85.6 %

Amount of contract $516,237.64

Estimated cost of completed project, exclusive of engineering $460,700.00

Per cent of contract completed, based on total contract price 1 00 %

Date project was completed Sept. 21, 1953

Engineering cost to date $19,000, 48 %

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Field work on this project was completed on Monday. Since that time the center stripe has been painted. Semi-Final estimate is being held pending receipt of oil invoices. As all field work on this project is complete and so little office work remains to be done, weekly reports will be terminated at this time.

NOTED
FORREST COO

Signed

Address 1290 Wall St. Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	9.07	9.07			9.07
Miles partially completed					
Miles completed	9.07	9.07			9.07
Total estimated quantities	4007.4 CY	259,553.4 CY		4104 CY 590.34 T.	16,348.535 T
Estimated quantities moved or placed to date	4007.4	259,553.4		"	"
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday	Fair all week.		
Wednesday			
Thursday			
Friday			
Saturday			

State Printing 53382

RECEIVED
FOR FILING

August 17, 1953

[illegible] # 3880

Mr. Lowery E. Huey
4604 S. E. 44th Avenue
Portland 6, Oregon

Dear Sir:

I appreciate the matters brought out in your letter of August 9 having further reference to the condition of US97 where you were forced to travel over some nine miles of loose cinder rock surfacing. I certainly can not disagree with you that this is entirely too long a section to discommode the public with at one time.

Based on your constructive criticism, we shall take such steps as are necessary in the future to avoid repetition of such a length of unsatisfactory surfacing over which tourists and motorists of our state must travel. Rest assured that we are always pleased to receive criticism that may be helpful to us in planning and construction of highways.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Portland Aug 9 1953

[illegible] E. 35th avenue.

DRIVER VEXED

To the Editor: On May 11, my wife and I were driving north on highway 97 when, without any previous notice, we found ourselves traveling over nine miles of heavy crushed rock just south of La Pine. Of course, highways must be repaired, and during good weather is also the best time to do a good job, but taking nine full miles out at one hitch would seem to require some explaining.

Certainly, where there are such things as alternate routes, warning signs at Klamath Falls and Willamette Pass junction would seem only decent consideration for the benefit of through traffic. Incidentally, this nine miles of crushed rock was so deeply rutted that it was necessary to dodge the center ridge most of the way to avoid losing the oil pan.

Oreg-7-8-53

The People's Own C

In my immediate neighborhood of this city we had two blocks of new paving laid just recently, which required only a few days and gave a relatively short period of inconvenience, whereas there were ten-block stretches laid several months ago, with these longer pieces unusable seemingly for months. Inasmuch as highways and roads are primarily for the convenience of the taxpayers who pay for them, it would appear that their convenience should be considered in repairing and constructing highways.

LOWERY E. HUEY,
4604 S. E. 44th avenue.

LAKE COUNTY'S DEER

Portland Aug. 9, 1953.

Mr. W.C. Williams
Asst. State Highway Engineer

Dear Sir:

Thank you very much for considering and answering the card I mailed some time back. However I do not recall suggesting ¼ mile increments which you mention. I should rather suggest something like two or three mile stretches as pretty good chunks to withdraw from practical use even if it were a bit more expensive that way. The ~~expen~~ expense would thus be spread among all potential users rather than landing upon a few unfortunates in early spring. I realize that I am not a highway engineer, but merely had a foolish notion that the inconvenience in highway construction and maintainance should be spread around a bit more democratically, even to include the contractors involved. Incidentally, it seemed that on the nine miles mentioned, very little effort was involved in keeping the base fill of heavy crushed rock free of dangerous rutting. Do not believe any saving to the contractor warranted the positive risk of breakdows and disaster from the high ridge allowed to form between the wheels.

Now as to the item which must have caused a lot of folks traveling between Klamath & Portland or reverse a seemingly unnecessary inconvenience. I did not see any warning signs at Willamette Pass Highway Junction or at Klamath. In traveling either direction it would have been a thoughtful ~~coutesy~~ courtesy to have posted notices where thru traffic could divert to an alternate route. Not trying to start any crusade for the present or a correspondence course with a busy Department, but thought you might be interested in what some of the highway users were thinking about present methods for handling long stretches of repairs.

Sincerely yours

NOTED
W. C. WILLIAMS

Lowery E. Huey
4604 SE 44 Ave
Portland-6-Ore

P.S. Enclosing clipping from Oregonian letter which perhaps you have already seen.

Form PR 2 (Revised 1940)

5-118 8492

State Oregon

Federal Aid Bond Issue Project No. BF-108(7)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of July, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of November, 1952, a program, which was approved on the 5th day of January, 1953, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 6th day of January, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred forty-six thousand and 00/100 dollars ($146,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, (Include date and citation of Oregon Laws 1951, viz.: act of legislature by which authorized)

[illegible]

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Mar. 1, 1953	Mar. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 701+00 in the SE 1/4, Section 15, T-22-S, R-10-E, W.M. and survey station 914+77 at the south boundary of the SE 1/4, Section 32, T-22-S, R-10-E, W.M., the Klamath County Line, without exception, length 4.049 miles, in Deschutes County, being Oregon Federal Aid Bond Issue project No. EF-108(7), consisting of 4.049 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ________ of [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

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(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred forty-six thousand and 00/100 dollars ($146,000.00), which does not exceed the authorized Federal pro rata share of two hundred thirty-six thousand five hundred ninety-six and 25/100 dollars ($236,596.25), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest H.B. Glaisyer
SECRETARY

OK.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11570-4

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★JUL 29 1953
DIVISION 8

RECEIVED
★JUL 27 1953
OREGON

Oregon State Highway Department

Federal Aid Project
No. BF-108 (7)

LAPINE-FOREST BOUNDARY SECTION OF THE
THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code 6201
Roadway (Sta. 701+00 to Sta. 914+77) (Contract No. 3380)

All Required		Clearing and Grubbing (45%)		$ 9,000.00
140	cu. yds.	Structural Excavation, Unclassified	$ 3.00	420.00
15	cu. yds.	Trench Excavation, Unclassified	3.00	45.00
105,000	cu. yds.	Special Borrow Excavation, Unclassified	0.35	36,750.00
4,200	cu. yds.	General Excavation, Unclassified	0.50	2,100.00
4,000	yd. stas.	Short Overhaul	0.02	80.00
700,000	yd. mi.	Truck Haul on Special Borrow	0.06	42,000.00
4.05	miles	Finishing Roadbed and Slopes	400.00	1,620.00
190	lin. ft.	12-inch Concrete Culvert Pipe	1.50	285.00
370	lin. ft.	18-inch Concrete Culvert Pipe	3.00	1,110.00
30	lin. ft.	30-inch Concrete Culvert Pipe	6.00	180.00
140	lin. ft.	36-inch Concrete Culvert Pipe	11.00	1,540.00
320	lin. ft.	Salvaging Culvert Pipe	2.00	640.00
13,700	cu. yds.	Pit-run Cinders in Base	0.90	12,330.00
8,600	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	1.60	13,760.00
2,500	M-gal.	Sprinkling	1.75	4,375.00
530	cu. yds.	3/4" - 0 Cinders in Binder Course	2.75	1,457.50
90	tons	RC-3 Asphalt in Binder Course	42.00	3,780.00
8,400	tons	Asphaltic Concrete Mixture	4.40	36,960.00
1,100	tons	86-100 Asphalt in Mixture	32.00	35,200.00
80	tons	Furnishing and Placing 200-300 Asphalt	44.00	3,520.00
300	cu. yds.	Aggregate in Pavement Seal Coat	4.25	1,275.00
1,100	cu. yds.	Aggregate in Type O-9 Oil Mat	3.20	3,520.00
60	tons	Furnishing and Placing 150-200 Asphalt	44.00	2,640.00
500	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	500.00
			Subtotal	$215,087.50
			10% Engr. & Cont.	21,508.75
			Total	$236,596.25

Length of Roadway 4.049 miles
Cost per Mile $58,433.25

Federal Funds	$146,000.00
State Funds	90,596.25
	$236,596.25

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department Federal Aid Project No. BF-108 (7)

LAPINE-FOREST BOUNDARY SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 5, 1952

Type Code 6201
Roadway (Sta. 701+00 to Sta. 914+77)

All Required		Clearing and Grubbing (45%)		$ 8,100.00
140	cu. yds.	Structural Excavation, Unclassified	$ 2.50	350.00
15	cu. yds.	Trench Excavation, Unclassified	2.50	37.50
105,000	cu. yds.	Special Borrow Excavation, Unclassified	0.35	36,750.00
4,200	cu. yds.	General Excavation, Unclassified	0.45	1,890.00
4,000	yd. sta.	Short Overhaul	0.02	80.00
700,000	yd. mi.	Truck Haul on Special Borrow	0.09	63,000.00
4.05	miles	Finishing Roadbed and Slopes	500.00	2,025.00
190	lin. ft.	12-inch Concrete Culvert Pipe	2.00	380.00
370	lin. ft.	18-inch Concrete Culvert Pipe	3.75	1,387.50
30	lin. ft.	30-inch Concrete Culvert Pipe	7.00	210.00
140	lin. ft.	36-inch Concrete Culvert Pipe	12.00	1,680.00
320	lin. ft.	Salvaging Culvert Pipe	2.00	640.00
13,700	cu. yds.	Pit-run Cinders in Base	1.00	13,700.00
8,600	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	2.00	17,200.00
2,500	M-gal.	Sprinkling	2.50	6,250.00
530	cu. yds.	3/4" - 0 Cinders in Binder Course	3.00	1,590.00
90	tons	RC-3 Asphalt in Binder Course	42.00	3,780.00
8,400	tons	Asphaltic Concrete Mixture	4.25	35,700.00
1,100	tons	86-100 Asphalt in Mixture	33.00	36,300.00
80	tons	Furnishing and Placing 200-300 Asphalt	40.00	3,200.00
300	cu. yds.	Aggregate in Pavement Seal Coat	4.00	1,200.00
1,100	cu. yds.	Aggregate in Type 0-9 Oil Mat	3.50	3,850.00
60	tons	Furnishing and Placing 150-200 Asphalt	40.00	2,400.00
500	lin. ft.	Asphaltic Concrete Traffic Markers	1.50	750.00
			Subtotal	$242,450.00
			10% Engr. & Cont.	24,245.00
			Total	$266,695.00

Length of Roadway	4.049 miles
Cost per mile	$65,866.88

Federal Funds	$165,000.00
State Funds	101,695.00
	$266,695.00

RECEIVED
1953
FOR FILING

[illegible]
[illegible]
3880

July 7, 1953

Mr. L. E. Huey
4604 S. E. 44th
Portland 6, Oregon

Dear Sir:

In answer to your postcard requesting information as to the methods used on Contract No. 3880, Lapine-Forest Boundary Unit, and suggesting it might have been done in ½-mile increments, this is not a maintenance repair job but a contract for clearing, grade stabilization and paving. Volcanic cinders are the only material economically available for the grade stabilization and surfacing. This material requires much blading back and forth to pack and consolidate it so that settlement will not take place under the pavement. It is impossible, of course, to let contracts in short sections or even to process the cinders in small units without such a concentration of equipment that the highway traffic would be held up for long periods.

Bids were let for this job on March 2, 1953. In the four months since that time the clearing has been widened, and over 300,000 cubic yards of cinders have been placed on the road; 40,000 cubic yards have been crushed for the pavement, and the prime coat of oiling preparatory to paving has been done, so that the traffic now has an oiled surface on which to travel. There will, therefore, be little delay to traffic during the paving of the job.

In a job involving contractors and subcontractors it is impossible to coordinate every day's work to give the best travel conditions, and we realize that conditions were not always as they should have been. We feel, however, that we were justified in rushing the rough part of the job to completion during the light traffic spring months and thus securing an oiled surface for the heavy summer traffic. Had the contractor taken a slower pace, the traffic would have had considerable bother during the entire summer, and the paving might have been held over until next year, giving some inconvenience over a greatly extended time.

Frequently it is economy to rebuild on a new alignment since the saving to traffic and to the contractor offsets any salvage value in right of way or grading, but that was inadvisable on the section in question.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

Date: July 2, 1953 ASSIGNMENT No. 4331

By [illegible]

Description: **Card from L. E. Huey, Portland, complaining because they were forced to drive over nine miles of heavy crushed rock that had become rutted so that they had to dodge the center ridge to save losing the oil pan (US97 south of Lapine) & lack of warning signs**

Acknowledged by _____ Referred to **Smith** ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxxx Return with rough draft of reply
Please prepare for ________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 7-6-53 Report received ________
mc

Remarks:

Dear Sir:

On May 11, wife and myself were returning to Portland from northern Calif. There was no warning at Klamath Falls or Willamette Pass Jc. in regard to heavy repairs on hiway 97 just south of La Pine. Here we were forced to drive over nine miles of heavy crushed rock that had become rutted so that one needed to dodge the center ridge most of the way to save losing the oil pan. Now I fully recognize that highways must be repaired and that the good weather season is the best time for such repairs, but there is still a large question in my mind. Is there any reason for ever taking 9 miles of highway out of practical use for long periods of time ?. Seems that a couple miles should be enough as only about ¼ mile is worked daily. Believe that Oregon generally does pretty well for such thinly populated area.

Sincerely
L.E. Huey

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FOR FILING

[illegible]
FF-130(4)
[illegible]

May 22, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Lapine-Forest Boundary Section, Project No. BF-120 (4).

[illegible]

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

JWN:tp

Encl.

Oregon State Highway Department

Federal Aid Project
No. HF-120 (4)

LAPINE-FOREST BOUNDARY SECTION

OF THE DALLES CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 19, 1953

Type Code 6201
Roadway (Sta. 914+77 to Sta. 1180+00)(Contract No. 3880)

All Required		Clearing and Grubbing (55%)		$ 11,000.00
40	cu. yds.	Structural Excavation, Unclassified	$ 3.00	120.00
15	cu. yds.	Trench Excavation, Unclassified	3.00	45.00
120,000	cu. yds.	Special Borrow Excavation, Unclassified	0.35	42,000.00
1,100,000	yd. mi.	Truck Haul on Special Borrow	0.06	66,000.00
5.02	miles	Finishing Roadbed and Slopes	400.00	2,008.00
160	lin. ft.	18-inch Concrete Culvert Pipe	3.00	480.00
220	lin. ft.	24-inch Concrete Culvert Pipe	4.00	880.00
90	lin. ft.	36-inch Concrete Culvert Pipe	11.00	990.00
160	lin. ft.	Salvaging Culvert Pipe	2.00	320.00
18,700	cu. yds.	Pit-run Cinders in Base	0.90	16,830.00
10,700	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	1.60	17,120.00
3,000	M-gal.	Sprinkling	1.75	5,250.00
670	cu. yds.	3/4" - 0 Cinders in Binder Course	2.75	1,842.50
110	tons	RC-3 Asphalt in Binder Course	42.00	4,620.00
10,600	tons	Asphaltic Concrete Mixture	4.40	46,640.00
1,400	tons	85-100 Asphalt in Mixture	32.00	44,800.00
100	tons	Furnishing and Placing 200-300 Asphalt	44.00	4,400.00
400	cu. yds.	Aggregate in Pavement Seal Coat	4.25	1,700.00
1,500	cu. yds.	Aggregate in Type C-9 Oil Mat	3.20	4,800.00
80	tons	Furnishing and Placing 150-200 Asphalt	44.00	3,520.00
			Subtotal	$275,365.50
			10% Engr. & Cont.	27,536.55
			Total	$302,902.05

Length of Roadway	5.023 miles
Cost per mile	$60,303.01

Federal Funds	$187,000.00
State Funds	115,902.50
	$302,902.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951

State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department Federal Aid Project No. BF-120 (4)

LAPINE-FOREST BOUNDARY SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 5, 1952

Type Code 6201
Roadway (Sta. 914+77 to Sta. 1180+00)

All Required		Clearing and Grubbing (55%)		$ 9,900.00
40	cu. yds.	Structural Excavation, Unclassified	$ 2.50	100.00
15	cu. yds.	Trench Excavation, Unclassified	2.50	37.50
120,000	cu. yds.	Special Borrow Excavation, Unclassified	0.35	42,000.00
1,100,000	yd. mi.	Truck Haul on Special Borrow	0.09	99,000.00
5.02	miles	Finishing Roadbed and Slopes	500.00	2,510.00
160	lin. ft.	18-inch Concrete Culvert Pipe	3.75	600.00
220	lin. ft.	24-inch Concrete Culvert Pipe	5.25	1,155.00
90	lin. ft.	36-inch Concrete Culvert Pipe	12.00	1,080.00
160	lin. ft.	Salvaging Culvert Pipe	2.00	320.00
18,700	cu. yds.	Pit-run Cinders in Base	1.00	18,700.00
10,700	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	2.00	21,400.00
3,000	M-gal.	Sprinkling	2.50	7,500.00
670	cu. yds.	3/4" - 0 Cinders in Binder Course	3.00	2,010.00
110	tons	RC-3 Asphalt in Binder Course	42.00	4,620.00
10,600	tons	Asphaltic Concrete Mixture	4.25	45,050.00
1,400	tons	86-100 Asphalt in Mixture	33.00	46,200.00
100	tons	Furnishing and Placing 200-300 Asphalt	40.00	4,000.00
400	cu. yds.	Aggregate in Pavement Seal Coat	4.00	1,600.00
1,500	cu. yds.	Aggregate in Type 0-9 Oil Mat	3.50	5,250.00
80	tons	Furnishing and Placing 150-200 Asphalt	40.00	3,200.00
			Subtotal	$316,232.50
			10% Engr. & Cont.	31,623.25
			Total	$347,855.75

Length of Roadway 5.023 miles
Cost per mile $69,252.58

Federal Funds	$216,000.00	215,000
State Funds	131,855.75	
	$347,855.75	

Form PR 2 (Revised 1950)

3 [illegible] 13

State Oregon

Project No. BF-120(4)

Federal Aid Bond Issue

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of July, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of November, 1952, a program, which was approved on the 5th day of January, 1953, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 6th day of January, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred eighty-seven thousand and 00/100 dollars ($187,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.:
(Include date and citation of act of legislature by which authorized)

~~(b) From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Mar. 1, 1953	Mar. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 914+77 at the north boundary of the NE 1/4, Section 5, T-23-S, R-10-E, W.M., the Deschutes County Line, and survey station 1180+00 in the NW 1/4, Section 25, T-23-S, R-9-E, W.M., without exception, length 5.023 miles, in Klamath County, being Oregon Federal Aid Bond Issue project No. BF-120(4), consisting of 5.023 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred eighty-seven thousand and 00/100 dollars ($ 187,000.00), which does not exceed the authorized Federal pro rata share of three hundred two thousand, nine hundred two and 50/100 dollars ($ 302,902.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

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JUL 29 1953
DIVISION 8

OREGON
JUL 27 1953

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March 31, 1953

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3880, which was awarded to you on March 2, 1953 by the State Highway Commission, for grading and paving on the Lapine-Forest Boundary Unit, Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath and Deschutes Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

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encl.

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FOR FILING

BF-108(7)
BF-120(4)
3880

March 5, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 2, 1953 on Contract No. 3880, Lapine-Forest Boundary Unit, Lapine-Diamond Lake Junction Section, in connection with Federal Aid Project No. BF-108 (7), BF-120 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

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3880

AGENDA
APR 8 1953

39-5

March 2, 1953

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on January 21, 1953, accepted your proposal to perform grading and paving work on the Lapine-Forest Boundary Unit, Lapine-Diamond Lake Junction Section of The Dalles-California Highway south of Lapine in Klamath and Deschutes counties for the sum of $490,453.00, and on the same day awarded Contract No. 3880 to you subject to clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gz informed

md

cc - Mr. W. H. Fransva
Mr. H. G. Smith
Mr. S. H. Probert
Mrs. Goldie Lewis

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	☐	SERIAL	☐
DAY LETTER	☐	NIGHT LETTER	☐

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	☐	LETTER TELEGRAM	☐
VICTORY LETTER	☐	SHIP RADIOGRAM	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 2, 1953
1:20 p.m.

Rogers Construction Co.,
11760 N. E. Glisan Street
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Lapine-Forest Boundary Unit, Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath and Deschutes Counties. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CGPolk
C. G. POLK
District Engineer

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STATE HIGHWAY COMMISSION

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

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[illegible]
[illegible]

March 2, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BF-120(4), Lapine-Forest Boundary Section of The Dalles-California Highway, we hereby concur as of this date in award of Contract No. 3880 to Rogers Construction Co. of Portland, Oregon, low bidder in the total amount of $490,453.00 for this project and Project BF-108(7) at the January 21, 1953 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

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STATE HIGHWAY COMMISSION

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FOR FILING
BF-108 (7)
BF-120 (4)
3880

March 2, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Lapine-Forest Boundary Section of The Dalles-California Highway in Klamath and Deschutes Counties, Projects BF-108 (7) and BF-120 (4), to the Rogers Construction Co. of Portland, Oregon, on the basis of the bid of $490,453 submitted on January 21, 1953.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

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BF-1[illegible]

BF-1[illegible](4)

3880

March 2, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Lapine-Forest Boundary Section of The Dalles-California Highway in Klamath and Deschutes Counties, Projects BF-108 (7) and BF-120 (4), to the Rogers Construction Co. of Portland, Oregon, on the basis of the bid of $490,453 submitted on January 21, 1953.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

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FORM E-30 25M 9-51 92215

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 2, 1953

SUBJECT: Lapine Forest Boundary Section

To: Mr. W. C. Williams
Ass't. Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Right of way negotiations have been completed on the Lapine Forest Boundary Section and the contract can now be awarded.

E F Chidsey
E. F. CHIDSEY
Ass't. Right of Way Engineer

EFC/fn

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

March 2, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BF-108(7), Lapine-Forest Boundary Section of The Dalles-California Highway, we hereby concur as of this date in award of Contract No. 3880 to Rogers Construction Co. of Portland, Oregon, low bidder in the total amount of $490,453.00 for this project and Project BF-120(4) at the January 21, 1953 bid opening.

Very truly yours,

G. Polk
C. G. POLK
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

EF-[illegible] (4)
EF-[illegible] (4)
[illegible]

January 23, 1953

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on January 21, 1953 accepted your bid in the amount of $490,453.00 for construction of 9.07 miles of grading and paving on the Lapine-Forest Boundary Unit, Lapine-Diamond Lake Junction Section of The Dalles-California Highway south of Lapine in Klamath and Deschutes Counties submitted by you on that day. Yours was the low bid received for this project, and the Commission has awarded the contracts to you.

The Engineer was authorized and instructed to prepare contract and bond forms for execution by you and your surety when concurrence in the award of the contract has been received from the U. S. Bureau of Public Roads and right of way matters have been clarified.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ekr

cc H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BF-[illegible]
BF-[illegible](4)
[illegible]

BF-120(4)

January 6, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BF-120(4), Lapine-Forest Boundary Section of The Dalles-California Highway, have today been recommended for approval subject to such changes as may be authorized by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

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STATE HIGHWAY COMMISSION

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BF-108(7)
BF-108(4)
3250

BF-108(7)

January 6, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BF-108(7), Lapine-Forest Boundary Section of The Dalles-California Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

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FI-189(13) Elkhead Rd.-Rice Hill Unit, 1953
Divide Rice Hill Sec., Pacific
#3881 Hwy. E. of Yoncalla.

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OCT 12 1955
FOR FILING

R.H. BALDOCK

September 26th, 1955

FINAL COST ANALYSIS
Grading

Elkhead Road-Rice Hill Unit
Contract #3881

R. A. Heintz, Contractor
R. T. Ewen, Resident Engineer

Pacific Highway
Prefix 10-1069

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	$20,000	$	$ 8,935.44	$ 20,000.00
Struct. Excav., Unclass	2,236.6	Cu. Yd.	2.50	2.20	4,930.63	5,591.50
Trench " "	78.9	" "	2.50	1.90	144.65	197.25
Special Borrow Excav., Unclass.	196,470.8	" "	0.32	0.26	51,903.60	62,870.66
Gen'l. Excav., Unclass.	546,621.1	" "	0.45	0.48	263,012.97	245,979.50
Short Overhaul	1,557,041.6	Yd. Sta.	0.0125	0.0125	19,463.02	19,463.02
Long Overhaul	39,983.9	C-Yd. Sta.	0.31	0.31	12,395.01	12,395.01
Finish Roadbed & Slopes	7.34	Mile	1,000.00	856.36	6,285.70	7,340.00
Rounding Cutbanks	21,982.2	Lin. Ft.	0.20	0.12	2,545.32	4,396.44
12" Concrete Pipe	675	" "	1.60	1.72	1,163.80	1,080.00
18" " "	3,930	" "	3.00	2.82	11,078.94	11,790.00
24" " "	963	" "	4.00	4.00	3,851.08	3,852.00
30" " "	183	" "	5.75	4.27	780.76	1,052.25
36" " "	1,188	" "	8.25	7.23	8,591.75	9,801.00
60" Corr. Metal Pipe, Prot. Invert	140	" "	33.00	23.96	3,354.10	4,620.00
78" Corr. Metal Pipe, Prot. Invert	60	" "	50.00	38.61	2,316.[illegible]	3,000.00
84" Sectional Plate Pipe	142	" "	48.00	32.76	4,652.31	6,816.00
*Class "A" Concrete	241.5	Cu. Yd.	56.00	54.00	13,041.00	13,524.00
*Metal Reinforcement	48,681.3	Lb.	0.125	0.11	5,334.94	6,085.16
3"-0" Rock in Base	17,233	Cu. Yd.	2.00	2.66	45,776.13	34,466.00
3/4"-0" Rock in Base	4,805	" "	3.75	3.11	14,939.96	18,018.75
Sprinkling	818.55	M/Gal.	2.50	3.95	3,236.90	2,046.38
PA #1, *Construct Spring Box & Install Pipe	100%	All	390.00		450.37	390.00

NOTED

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #2, Adjust Day Water System	100%	All	$312.00	$	$ 82.05	$ 312.00
PA #3, Adjust Smith Water System	100%	"	470.00		444.89	470.00
PA #4, Adjust Water Line & Install 4" Sleeve	100%	"	452.00		382.27	452.00
PA #5, Adjust Telephone Line	100%	"	120.00		103.43	120.00
PA #6, Install 60 Lin. Ft. 4" 14-Ga. Pipe	100%	"	125.00		176.43	125.00
PA #7, Install 60 Lin. Ft. 4" 14-Ga. Pipe	100%	"	125.00		216.21	125.00
PA #8, 8" Perf. Metal Pipe, Coated	368	Lin. Ft.	2.25	2.34	862.63	828.00
PA #8, 45° 8" Elbow	1	Each	6.00	9.37	9.37	6.00
PA #8, 45° 8" Tee	1	"	6.00	11.12	11.12	6.00
PA #8, Struct. Excav., Unclass.	72.70	Cu. Yd.	2.50	2.60	188.97	181.75
PA #8, Wet Struct. Excav., Unclass.	48.38	" "	8.00	5.68	274.97	387.04
PA #8, 3/8"-0" Gravel Backfill in Drains	66	Cu. Yd.	6.00	4.87	321.55	396.00
PA #9, Install 180 Lin. Ft. 4" 14-Ga. Welded & Coated Pipe	100%	All	375.00		339.85	375.00
PA #10, Furnish & Place 4" V.C. Pipe	300	Lin. Ft.	1.00	0.34	101.65	300.00
PA #10, Struct. Excav., Unclass.	33.33	Cu. Yd.	2.50	1.82	60.57	83.33
PA #10, Rock & Gravel Backfill in Drains	16	" "	6.00	6.59	105.43	96.00
PA #11, *Additional Allowance on Class "A" Concrete	241.52	" "	4.00	4.00	966.08	966.08
PA #12, Furnish & Place 4" V.C. Drain Pipe	380	Lin. Ft.	1.00	0.30	115.49	380.00
PA #12, Struct. Excav., Unclass.	57.74	Cu. Yd.	2.50	1.21	69.66	144.35

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #12, Rock & Gravel Backfill in Drains	67	Cu. Yd.	$6.00	$4.99	$ 334.63	$ 402.00
PA #13, Furnish & Place 1,061 Lin. Ft. 14-Ga. 4" Casing	100%	All	220.00		111.26	220.00
PA #14, *Cement Adjustment, Favor of State	39.65	Bbl.	4.80	- 4.80	- 190.32	- 190.32
PA #15, Furnish & Place 4" 14-Ga. Casing	175	Lin. Ft.	1.00	1.35	236.88	175.00
PA #16, Furnish & Place 4" Casing	30	" "	1.00	2.50	75.09	30.00
Force Account						4,261.37
					$497,848.96	$505,426.52

* Work done all or in part by Hannan Bros.

Gross Revenue	$505,426.52
Total Cost	497,848.96
Net Profit	$ 7,577.56

Net Profit Equals 1.50% of Gross Revenue

Detail of Cost
R. A. Heintz, Contractor

Labor:

Labor	$156,285.73	
Labor Insurance	10,258.86	
Health & Welfare	1,060.01	
		$167,604.60

Purchased Materials:

12" Concrete Pipe	675	Lin. Ft.	at	$0.84	$ 567.00	
18" " "	3,930	" "	"	1.77	6,956.10	
24" " "	963	" "	"	2.53	2,436.39	
30" " "	183	" "	"	3.64	666.12	
36" " "	1,188	" "	"	5.28	6,272.64	
4" 14-Ga. Steel Casing	1,006	" "	"	0.73	734.38	
8" Perf. Metal Drain Pipe	368	" "	"	1.52	559.36	
8" Bands	18	Each	"	2.27	40.86	
60" Corr. Metal Pipe	140	Lin. Ft.	"	19.42	2,718.80	
60" Bands	7	Each	"	32.30	226.10	
78" Corr. Metal Pipe	60	Lin. Ft.	"	31.64	1,898.40	
78" Bands	4	Each	"	41.80	167.20	
84" Sect. Plate Pipe	142	Lin. Ft.	"	26.21	3,721.82	
Aggregates					36,100.20	
Vitrified Clay Pipe	680	Lin. Ft.	"	0.10	70.10	
Galvanized Water Pipe					239.90	
Fence Post & Wire					667.52	
Telephone Poles, Guys & Clamps					83.15	
						64,145.21

Equipment Rental & Misc. Supplies:

Owned Equipment	$146,403.06	
Hired "	18,812.94	
Gas, Oil & Grease	27,376.12	
Hired Trucks	10,968.74	
Hired Transport	7,483.99	
Explosives	7,759.08	
Bond	3,790.70	
P.L. & P.D. Insurance	1,953.57	
Home Office & General Overhead	15,162.80	
Small Tools & Misc. Supplies	7,103.05	
		246,814.05

Total Cost $497,848.96

Remarks:

This was a "Regular Federal Aid Project" for the grading of 6.86 miles of main highway roadbed and grading and rocking of connecting and frontage roads on the relocated Pacific Highway near Yoncalla in Douglas County. Bids were opened on January 21st, 1953, and the project was awarded to the R. A. Heintz Construction Co. of Portland.

The contractor started clearing on April 6th, 1953 with a D-6 and a D-8 dozer, with two laborers cleaning up. The clearing consisted of light brush, some scrub oak and orchards. A high bid on this item resulted in a good profit.

When the clearing crew finished an area the pipe-laying crew came in with a 3/4 cu. yd. Northwest dragline and 4 laborers. The cuts were opened and haul roads were built by a D-8 dozer and two D-8 tractors with scrapers. On July 13th, 1953 the contractor moved in three Dw20 scraper units and started the main part of the grading. On August 3rd the contractor added two rented DW21's to the equipment. An HD20 and a D-8 were used to push, a D-6 and a D-8 were alternately used on the fill and a #12 blade maintained the haul road. This equipment worked until rainy weather shut down grading operations on November 5th, 1953. The next week the contractor removed all his equipment except drilling equipment and a D-8 dozer from the job. The drilling equipment used during the summer consisted of a 315 compressor with a wagon drill and a jackhammer and a 105 compressor with a jackhammer.

On November 17th, 1953 the contractor moved in an Eeco drill mounted on a D-8. The drill crew worked through the winter until all the drilling was completed on January 29th, 1954 with the exception of ditch lines and high spots missed during the main blasting.

On March 1st, 1954 the contractor started moving the shot rock with a Northwest 2½ cu. yd. shovel, hauling with a DW20 with bottom-dump wagon, a DW10 with side-dump wagon and a rear-dump cart pulled by a Tournadozer. These hauling rigs were replaced by three 12 cu. yd. Euclid rear-dump trucks on April 19th, 1954 and continued with this equipment until all the shot rock was moved on June 15th, 1954. On June 10th the contractor brought in two DW20 scrapers and a TD24 push tractor and started moving the remainder of the common excavation. Continued wet weather hampered the moving of this material, and the major grading was completed about the middle of July. The finish work was done intermittently due to the simultaneous grading on the Rice Hill Section. The finish work was not completed until September 30th, 1954.

Crushed rock for service roads was produced by the E. C. Hall Co. who set up a portable 4-unit crusher in the previously unopened Long quarry opposite Station 945. The quarry was stripped by a TD24 dozer, and the crusher was fed by a 1½ cu. yd. Marion shovel and two Tournapulls. The crushed material was stockpiled at the crusher site and later picked up by the 2½ cu. yd. shovel of the prime contractor and hauled to the road in hired trucks. The low bid price on the coarse material caused a loss to the prime contractor on this item.

The contractor encountered more solid rock than he had anticipated and loss on the general excavation caused the contractor to show a profit of only 1.50% on this project.

Oscar Cutler
Chief Cost Analyst

By . . Curtis H. Baker

RECEIVED
JUL 11 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 30, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3881	19 Post Final	R. A. Heintz Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12770	R-125831	$ 1,230.26	6/30/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 31, 1954

Time Extensions: to Sept. 30, 1954 with penalty

Completion Date: Sept. 30, 1954

Date Accepted: March 2, 1955

Penalties: An extension of time penalty was assessed

Claims: None of record

Remarks:

Date: 7-5-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUL 5 19
Ruth Rawlings

NOTED ON CARD

RECEIVED
JUN 13 1955
FOR FILING

FI- [illegible]
3881

Salem, Oregon
June 9, 1955

Mr. C. H. Maison

Dear Sir:

At the meeting of May 25, 1955, the Highway Commission withdrew the engineering charge previously assessed against R. A. Heintz Construction Co. for failure to complete Contract No. 3881, Elkhead Road-Rice Hill Unit, Divide-Rice Hill Section in Douglas County.

Final Estimate, issued March 28, and including the charge for extra engineering, was paid May 13, 1955. It is now in order to issue a Post-Final Estimate in the amount of $1,230.26 to reimburse the contractor for previous deduction.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

DBP:ia

RECEIVED
MAY 17 1955
FOR FILING

[illegible]
3881

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 12, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3881	18-Final	R. A. Heintz Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9391	R-122466	$ 10,344.15	5/12/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

R Rawlings
ACCOUNTING DIVISION

Specified completion Date: **July 31, 1954**

Time Extensions: **to Sept. 30, 1954 with penalty**

Completion Date: **Sept. 30, 1954**

Date Accepted: **March 2, 1955**

Penalties: **An extension of time penalty**

Claims: **None of record**

Remarks:

Date: **5-13-55**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

Ruth Rawlings

RECEIVED
MAY 5 1955
FOR FILING

1- 189 (13)
3881

May 5, 1955

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland 11, Oregon

Attention: Mr. E. H. Thietmeyer

Gentlemen:

Reference is made to your letter of May 2, 1955, regarding Final Estimate No. 18 on Contract No. 3881, Elkhead Road-Rice Hill Unit in Douglas County.

The voucher you have should be signed and returned to us for payment. Such action will not in any way prejudice your claim for elimination of the deduction for extra engineering expense.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:ia

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: UKiah 2501

211 N. E. COLUMBIA BLVD.
PORTLAND 11, OREGON

May 2, 1955

Mr. S. H. Probert
Oregon State Highway Department
Salem, Oregon

Re: Final Estimate-Contract No. 3881,
Elkhead Road-Rice Hill Unit

Dear Mr. Probert:

We still have in our possession, the original copy of Estimate No. 18 Final on the above named project. Our reason for not signing it and returning it to Salem was that an amount of $1,230.26 was deducted for extra engineering costs.

We understand from Mr. Forrest Cooper that this amount will be eliminated from the final estimate, and only a meeting of the Commission is necessary to formalize the deletion.

We are, therefore, wondering if we should sign and send in the final estimate as originally prepared. If so, please advise and we will sign it and mail it to your office.

Very truly yours

R. A. HEINTZ CONSTRUCTION COMPANY

E H Twietmeyer

E. H. Twietmeyer

EHT:ch

RECEIVED
MAY 4 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 29 1955
FOR FILING

11-189([illegible])

3821

April 28, 1955

Oregon State Highway Commission

Gentlemen:

On the grading of the Oakland Road-Rice Hill Project on US99, Contract No. 3821, the W. A. Heintz Construction Company had an overrun in time limit of two months, or from July 31, 1954 to September 30, 1954. We recommended to you that engineering penalty be assessed for the overrun, and such was approved.

The contractor later was assessed an amount of $1,230.26, but it has now been determined that this billing was in error, as a charge of $799.72 of the assessment was for the salary of a draftsman during the overrun period. Actually the draftsman was computing final quantities and preparing final records and thus would have no bearing on the contractor's overrun.

This would leave a remainder of $430.54, which is only a nominal amount, but the contractor protests this for the reason that he had an extremely bad construction season, as (and you will recall) the 1954 spring and summer were very wet, and that he had made every effort to complete on time. His failure to complete on time did not result in any additional cost or inconvenience, as the surfacing contractor, Porter Yett, would not have been able to complete the project in 1954 regardless of the grading contractor's operations.

The Heintz Construction Company has always attempted to perform its work expeditiously and satisfactorily. Its bid on this job was low, being $44,596 below the next low bidder.

On the basis that probably due consideration was not given for the wet season, the contractor's favorable past record, and the very small amount of the penalty assessed, I recommend that such be waived.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

WCW:me 1g

FORM E-90 37,500 4-53 88808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 19, 1955

SUBJECT:

W. C. WILLIAMS

To: Mr. W. C. Williams
Deputy State Highway Engineer

On the Elkhead Road-Rice Hill project, Contract 3881, the R. A. Heintz Construction Company was charged an engineering penalty of $1,230.26. The chronology of the job is as follows: The project was awarded March 3, 1953; work started April 6, 1953; specified completion date July 31, 1954; project completed September 30, 1954.

A review of this matter brings to light the fact that $799.72 of this claim was for the salary of a draftsman computing final quantities and making final records. This part of the claim obviously should not be assessed to the contractor.

The surfacing on this project was let to a different contractor, Porter Yett, which contract covered the Heintz grading project and the Anlauf-Elkhead Road grading project that was done by Babler Bros. Even if Heintz had completed his grading contract by the specified time of July 31, 1954, the surfacing contractor could not have finished his work so that the road could be opened to the public in the calendar year of 1954.

Applying this yardstick to the small remaining amount of penalty ($430.54), I would recommend that all engineering penalty on this project be cancelled, as I do not believe that the public lost anything by the overrun in time of 61 days.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:jv

RECEIVED
APR 4 1955
FOR FILING

[illegible]
3881

April 4, 1955

REGISTERED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 3881 for grading on the Elkhead Road-Rice Hill Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas County was completed by the contractor, R.A. Heintz Construction Co., on September 30, 1954 and was formally accepted by the Highway Commission March 2, 1955.

Final payment in the amount of $10,344.15 will be released to the contractor on or after April 14, 1955. The total contract amount is $504,196.26, of which amount $4,261.37 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
MAR 16 1955
FOR FILING

[illegible]
3061

March 16, 1955

Mr. Robert T. Ewen
Resident Highway Engineer
Box 308
Yoncalla, Oregon

Dear Sir:

Herewith are copies of Statement of Items Chargeable to Contractor for engineering salary charges from August 1 to September 30, 1954, on contract No. 3061, Elkhead Road-Rice Hill Unit in Douglas County, according to payrolls on file in Salem. These charges are assessed against the contractor by the Highway Commission for failure to complete the project within the time specified.

Note that the charges are for payroll charged to prefix 10-1069-900, without added percentages for vacation and sick leave and insurance.

Please check the statement with your records for accuracy. If any employee's time is not correctly charged, a correction transfer should be made. If the statement of charges is correct, sign the statement and return it to this office through regular channels. A copy may be retained for your file.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:ia

Encl.

cc: Tom Edwards

RECEIVED
MAR 9 1955
FOR FILING

II-189/12
3[illegible]1

March 8, 1955

F. A. Heintz Construction Co.
211 S. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on March 2 had under discussion your request for an extension of time, from July 31 to September 30, 1954, within which to complete your contract No. 3[illegible]1 covering the Elkhead Road-Rice Hill Unit, Divide -Rice Hill Section of the Pacific Highway in Douglas County.

The Highway Commission granted your request with the provision that an engineering penalty be assessed against you from July 31, 1954 to September 30, 1954. inclusive. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards.
Division Engineer

Robert Swan,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
FEB 25 1955
FOR FILING

F-I-189(R)

6

February 25, 1955

Request for extension of time
No. 10
March 2 and 3 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from H. A. Heintz Construction Company for an extension of time on the Elkhead Road-Rice Hill grading project on the Pacific Highway, Contract No. 3881, from July 31, 1954 to September 30, 1954.

The contractor was very dilatory on this project and slowed the operations of the surfacing contractor. It is our belief that the work could have been completed in the specified time limit, and I therefore recommend that the extension be granted with an engineering penalty to be assessed from July 31 to Septembery 30, 1954, inclusive.

Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

Attachment

cc Mr. H. G. Smith

HGS lg

FEB 16 1955

FI - 189 (13)
3881

February 14, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Elkhead Road-Rice Hill Contract No. 3881, Oregon FI-189 (13), from July 31, 1954 to September 30, 1954, to R. A. Heintz Construction Company, contractors.

The contractor was very dilatory on this project and slowed up the operations of the surfacing contractor. It is believed that the work could have been completed in the specified limit time, and I therefore, recommend that the extension be granted with an engineering penalty to be assessed for the overrun period.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

9

RECEIVED
JAN 27 1955
FOR FILING

[illegible]
3881

January 26, 1955

R. A. Heintz Construction Company
211 N. E. Columbia Boulevard
Portland 11, Oregon

Attention: Mr. E. H. Twietmeyer

Gentlemen:

As requested in your letter of January 19th we have listed below the payments due your company and the retained percentages withheld by us on four of your contracts as follows:

Contract No. 3881:	The retained percentage as of December 31, 1954. . .	$14,873.67
Contract No. 4056:	Estimate No. 10, dated December 15, 1954	20,708.75
	Retained percentage on hand.	47,459.55
Contract No. 4063:	Estimate No. 13 SF for work to December 20, 1954 . .	2,750.37
	Estimate No. 12 A for work to December 10, 1954. . .	17,703.02
	Retained percentage	16,152.32
Contract No. 4064:	Estimate No. 10 A for work to December 10, 1954. . .	11,089.44
	Retained percentage	14,583.07

These amounts were all in the custody of the Highway Department as of December 31, 1954.

Our records also show that on December 30, 1954, a check in the amount of $10,030.75 was mailed for Contract No. 4063, also, a check for $20,696.06 on Contract No. 4064 was mailed December 27, 1954. We are assuming that these checks were [illegible] in your hands as of December 31, 1954.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

3881

est 16-A dated 10-12-54 , voucher 22483 for $22,463.47 mailed 11-5-54
retained — $14,873.07

4056

est no. 10 dated 12-15-54 voucher 26617 for 20,708.75 mailed still on hand 1-26-55
retained $47,439.55
9 dated 11-19-54 voucher 23944 for 27,193.75 mailed 12-3-54

4063

est. no. 13 SF dated 1-17-55 for work done to 12-20-54, voucher _____ for 2750.37 mailed _____
12 A dated 12-30-54, work to 12-10-54 voucher _____ 17,703.02 mailed _____
12 " 12-21-54, " " " voucher 26755 10,030.75 mailed 12-30-54
11 " 11-19-54 " to 11-10-54 voucher 23992 46,847.48 mailed 12-3-54
retained as of 12-20-54 → 16,152.32

4064

est. no. 10A dated 12-30-54, work to 12-10 voucher _____ for 11,089.44 mailed _____
retained $14,583.07

10 dated 12-15-54, work to 12-10 voucher 26428 for 20,696.16 mailed 12-27-54

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: UKiah 2501

211 N. E. COLUMBIA BLVD.
PORTLAND 11, OREGON

January 19, 1955

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In connection with our regular annual audit, we should like for you to advise our auditor, Mr. E. H. Twietmeyer, Portland, Oregon, the amounts shown by your records as due to this company at the close of business December 31, 1954 for estimates and retainages on the following listed contracts:

Contract No. 3881 - Elkhead Road-Rice Hill Unit, Divide-Rice Hill Section of the Pacific Highway Douglas

Contract No. 4056 - Willamette River-Gervais, Willamette-Hayesville Section of Portland-Salem Expressway Marion & Clackamas

Contract No. 4063 - Blackwell Hills-Seven Oaks Unit, Blackwell Hills-Medford Section of the Pacific Highway Jackson

Contract No. 4064 - Seven Oaks-Medford Unit, Blackwell Hills-Medford Section of the Pacific Highway Jackson

A self-addressed stamped envelope is enclosed for your reply.

Very truly yours

R. A. HEINTZ CONSTRUCTION CO.

Ace Heintz

Ace Heintz

AH:ch
Enc. 1

REFERRED TO [illegible]

RECEIVED
JAN 24 1955
FOR FILING

FI-1-1 (12)
3881

January 21, 1955

REGISTERED MAIL

United Pacific Insurance Company
Portland Branch Office
627 Board of Trade Bldg.,
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to R. A. Heintz Construction Company on contract No. 3881, covering grading on the Elkhead Road-Rice Hill Unit of the Divide-Rice Hill Section of Pacific Highway in Douglas County.

This payment, in the amount of $12,936.66 will be released to contractor on or after January 31, 1955. The retained percentage is $15,273.78.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

[illegible] on card
DC

RECEIVED
JAN 11 1955
FOR FILING

FI-189 (13)

January 10, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 30, 1954 on Contract No. 3081, Elkhead Road-Rice Hill Unit, Divide-Rice Hill Section, in Douglas County, in connection with Federal Aid Project No. FI-189 (13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:bb
cc: John Cattrall

Form E-1—10M

149(B)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 8, 1955

Section Elkhead Rd - Rice Hill Unit Divide - Rice Hill Section

Kind of work Grading

Highway Relocated Pacific

Section prefix 10-1069

Contractor R. A. Heintz, Construction Co.

Contract number 3881

Date of contract March 3, 1953

Date of completion July 31, 1954

Date work started April 6, 1953

Estimated date of completion September 30, 1954

Project authorization $564,219.56

Exclusive of Engineering $524,097.26

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $520,736.22

Per cent of contract completed, based on total contract price 100%

Engineering authorization $40,122.28

Engineering cost to date $40,068.77, 99.87%

Date project was completed September 30, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final estimate and all supporting data was submitted to Division Office on Thursday of this week, January 6th.

This will be the last weekly report submitted for this project.

NOTED
H. G. SMITH

NOTED
[illegible]

NOTED
B. A. MARTIN

NOTED
FORREST COOPER

RECEIVED

Signed Robert T. Ewen
Robert T. Ewen, Res Engr.

Address Box 308 Yoncalla, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 77080

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.8				
Miles partially completed	All				
Miles completed	All				
Total estimated quantities	748,000				
Estimated quantities moved or placed to date	748,000				
Average daily quantities	0				
Average daily quantities necessary to complete project on time	0				
Number shifts per day	0				
Hours per shift	0				
Average force on project for week	0				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain & Snow		
Monday	"		
Tuesday	"		
Wednesday	Cloudy		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
OCT 26 1954
FOR FILING

FI-89 [illegible]

[illegible]

October 26, 1954

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to R. A. Heintz Construction Co. a portion of the funds heretofore retained by the Commission on contract No. 3881, covering the Elkhead Road-Rice Hill Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas County.

This payment in the amount of $22,403.47 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $14,873.67. The present payment will be released on or after November 5, 1954.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

Portland Branch Office

NOTED ON CARD

10-26-54 gl

FORM E30—50M—4-54—74886

FI - 129(13)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16th, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

[illegible]
W C WILLIAMS

Dear Sir:

I am submitting the attached Request for Extension of Time for Heintz on the Elkhead Road-Rice Hill Section for your ideas before complicating the form.

I realize Edwards' position that Heintz is unduly optimistic in bidding jobs, but it is only the optimistic contractors who bid the low prices.

I do not believe that the delay has bothered Yett and, therefore would favor granting the extension without penalty.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
AUG 16 1954
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
August 13, 1954

SUBJECT:

To:

H. G. Smith
Construction Engineer

Dear Sir:

I attach hereto contractors request for extension of time to complete the Elkhead Road-Rice Hill Unit grading of the Pacific Highway, as submitted by R. A. Heintz Construction Co..

None of the reasons advanced by the contractor in explanation of the delay in completing the project are valid. The plain facts are that the contractor has overextended himself and taken on too much work.

I cannot recommend extension without penalty on this basis. I, therefore, recommend that the extension be granted with the contractor required to pay the cost of engineering incurred after July 31, 1954.

Very truly yours,

Tom Edwards
Division Engineer

TE:gb
Encl.

FORM E-10 25M 9-51 92319

FI-189(13)

3881

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 2nd, 1953

NOTED
W. C. WILLIAMS

SUBJECT:

To:
Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

The subcontract between the R. A. Heintz Construction Company and Hannan Brothers covering Items 21 and 22 on the Elkhead Road-Rice Hill Contract #3881, Oregon FI-189(13), is approved, and you may so advise the interested parties.

Three copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:AR
Enc.

cc to: W. C. Williams ✓
C. G. Polk - 2

RECEIVED
APR 10 1953
FOR FILING

FI-18[illegible]

3881

April 7, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 6, 1953, on Contract No. 3881, Elkhead Road-Rice Hill Unit, Divide-Rice Hill Section, in connection with Federal Aid Project No. FI-189(13).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/sje

RECEIVED
MAR 17 1953
FOR FILING

E1-189(121)

March 16, 1953

R. A. Heints Construction Co.
211 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3881, which was awarded to you on March 3, 1953 by the State Highway Commission, for grading on the Elkhead Road-Rice Hill Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 21 1953
FOR FILING

F1-1-1(2)

3881

AGENDA
APR 8 1953

3c-1

March 3, 1953

R. A. Heintz Construction Co.
211 N. E. Columbia Boulevard
Portland, Oregon

Gentlemen:

The State Highway Commission on January 21, 1953, accepted your proposal to perform grading work on the Elkhead Road-Rice Hill Unit, Divide-Rice Hill Section of the Pacific Highway east of Yoncalla in Douglas County for the sum of $497,028.50, and on the same day awarded Contract No. 3881 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. W. M. Franzwa
Mr. H. G. Smith
Mr. S. H. Probert
Mrs. Goldie Lewis

Confirm

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☐	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	LETTER TELEGRAM ☐
VICTORY LETTER ☐	SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 3, 1953
10:45 a.m.

R. A. Heintz Construction Co.
211 N. E. Columbia Boulevard
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Elkhead Road-Rice Hill Unit, Divide-Rice Hill Section of Pacific Highway in Douglas County for which you submitted low bid on January 21. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
1953
FOR FILING
OREGON DISTRICT

FI-[illegible]

3881

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

March 3, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Project FI-189 (13), Elkhead Road-Rice Hill Section Grading, we hereby concur, as of this date, in award of Contract No. 3881 to R. A. Heintz Construction Co. of Portland, Oregon, low bidder in the amount of $497,028.50 submitted at the January 21, 1953 bid opening.

Very truly yours,

G. C. Polk
G. C. POLK
District Engineer

RECEIVED
MAR 4 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1953
FOR FILING

FI-189(13)

[illegible]

March 3, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the Elkhead Road-Rice Hill Section of the Pacific Highway in Douglas County, Project FI-189 (13), to the R. A. Heintz Construction Co. of Portland, Oregon, on the basis of the bid of $497,028.50 submitted on January 21, 1953.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
MAR 6 1953
FOR FILING

FT-189(13)

3321

MISC. CONTRACTS and AGREEMENTS No. 1444

Salem, Oregon
January 27, 1953

A-9

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached is a conformed copy of an agreement with Douglas County covering the construction of the Elkhead Road-Rice Hill Unit of the Divide-Rice Hill Section of the Pacific Highway.

A fully executed copy (original) of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Douglas County.

Yours very truly,

Secretary

FM
Attach: 1

REFERRED TO
SECRETARY

MISC. CONTRACTS and AGREEMENTS No. 1494

AGENDA
JAN 21 1953

FORM E-30 25M 3-51 47196

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 19, 1953

SUBJECT:

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer, Jr.
By Asst. Chief Engineer

Herewith three copies of an agreement between the State and Douglas County by which the county approves the construction of the Elkhead Road-Rice Hill unit of the Divide-Rice Hill section of the Pacific Highway as a throughway. Two copies of this agreement have been signed by the proper county officials and are now ready for presentation to the Commission.

The above was handled by this office without an assignment number.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Att.

NOTED
W. C. WILLIAMS

2 copies to be signed

AUTHORIZED BY HIGHWAY COMMISSION

DATE ____________

____
Secretary

A

RECEIVED
JAN 28 1953
FOR FILING

F I - 189(13)

3881

F I - 189(13).

MISC. CONTRACTS and AGREEMENTS No. 1444

January 27, 1953

County Court of Douglas County
Court House
Roseburg, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Douglas County a fully executed copy of an agreement between the State Highway Commission and Douglas County covering construction of the Elkhead Road-Rice Hill Unit of the Divide-Rice Hill Section of the Pacific Highway in Douglas County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
FOR FILING
FORM E-30X 25M 3-51 47199

F1-129([illegible])

3221

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16, 1953

SUBJECT: File No. 19478-Wilson
Elkhead Road-Rice Hill Section
Pacific Highway
Douglas County

To: Mr. H. G. Smith
Construction Engineer
OFFICE

NOTED
W. C. WILLIAMS

The plans for this project contemplate the construction of a 8x10 underpass that is to be used in connection with the above property. Please be advised that we have negotiated the settlement with Mr. and Mrs. Wilson that eliminates the necessity for this structure.

This matter is on the Right of Way Resolution for the January 21st meeting and should the Commission approve the settlement, it will not be necessary to construct the underpass.

R. L. PORTER
Right of Way Engineer

RLP/fn

cc: Mr. W. C. Williams

RECEIVED
DEC 16 1952
FOR FILING

FORM E-30X 25M 4-52 96808

Const
R/W
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
December 9, 1952

SUBJECT:

To: W. C. Hill
Ass't Soils Engineer

Dear Sir:

I have your letter of December 2 concerning soils tests and base design for the Elkhead Road-Rice Hill Section of the Pacific Highway, Station 687+48 to 1050+27.4.

I have examined the data attached and concur with the base design. It is my intent, however, to conduct an additional series of tests after the subgrade has been completed to determine the degree to which we will have been able to select and properly place the better types of soils on the top of the subgrade.

A redesign of the base for this section will be asked for based on these tests which we intend to secure.

Very truly yours,

Tom Edwards
TOM EDWARDS
Division Engineer

TE:aso

cc W. C. Williams ✓
H. G. Smith
G. W. Harra
Ray Webber
J. C. Chapman

[illegible] FOR FILING

FORM E-30 25M 9-51 #2319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 2, 1952

SUBJECT: Base Course Thicknesses

To:
Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

W. C. WILLIS

Dear Sir:

Attached is a tabulation of soil test results obtained from soils which may be expected to appear in the subgrades of the Elkhead Road-Rice Hill Section of the Pacific Highway between Stations 685+48 and 1050+27.40.

The base course plus wearing surface thicknesses have been designed by the current method based on these test results.

From Station 685+48 to Station 905+00 the soils are generally much sandier with less silt than the soils south of this area. The rolling topography is indicative of more erosive action during the deposition of the parent material or formation of the surface soils. This activity would tend to carry the fines into the lower elevations, leaving the better soils in the higher hill slopes. These will be encountered in all the cuts and shallow borrow areas north of the balance point at Station 905+00.

South of this point the soils which may be expected to appear in the finished subgrade will either be from the borrow area at Station 927-935, or from comparatively shallow cuts. The soil tests indicate higher percentages of silts and clays in the soils of the area between Station 905 and Station 1050+27.40. This is to be expected from the topography which is flat to undulating with high percentages of moisture in the subsoils.

There is a possibility that selective grading can be planned for the construction of the Yoncalla service roads and cross connections in which the better soils from the north can be used in the upper portions of the high fills. This can result in the 16½ inch base over the better soils of the north portion of the project.

The tentative design for base course and wearing surface thickness based on heavy traffic is as follows:

Station 685+48 to Station 905+00 - 16½ inches
Station 905+00 to Station 1050+27.40 - 24 inches

This is to include all Y connections in the vicinity of Station 922-930 planned to be surfaced with A. C. pavement.

Your inspection and approval of these data and tentative design within the next ten days would be appreciated. Upon receipt of your comments a final design will be submitted to Messrs. Smith, Harra and Williams for final approval according to the current procedure.

Very truly yours,

Ray Webber
Ass't. Construction Engineer

By

W. C. Hill
Ass't. Soils Engineer

WCH:of

Encl.

cc W. C. Williams
H. G. Smith
G. W. Harra
A. L. [illegible]ayman
W. C. Hill
Ray Webber

12/2/52

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION

Soils Section
Subbase and Base Design

Section: Elkhead Road-Rice Hill **Highway:** Pacific

County: Douglas **Prefix:** 10-1437-900 **Resident Engr.:** A. L. Chapman

Length of Project: 6.9 Miles **Sta.** 685+48 to **Sta.** 1050+27.40

Location		Soil Characteristics					Required Thickness Traffic		
Station	**Depth**	**% Pass. 200**	**LL**	**PI**	**R Value**	**% Silt**	**Light**	**Medium**	**Heavy**
684+04 ℄	9'-18'	51.1	30	9	41	20.7			15½
772+50 24' Lt.	2'-12'	65.6	53	21	42	36.4			15½
840+94 3' Rt.	4'-24'	38.3	29	11	49	11.5			11½
855+07 4' Rt.	2'-12'	77.7	75	45	43	36.9			16
927+00 190' Rt.	6'	82.2	48	27	25	40.7			21½
*927+00 Borrow	16' Hole #3	49.5	31	13	40	22.2			16
*927+00 Borrow	10' Hole #4	91.9	68	44	14	63.9			25½
927+00 Borrow	16' Hole #8	90.3	48	26	20	42.5			23½

*This hole appears to represent only a pocket of sandier material not found elsewhere in the pit.

RECEIVED
JAN 12 1953
FOR FILING
OREGON DISTRICT

F1-189(13)

3881

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 7, 1953

F1-[illegible](13)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The December 3, 1952 request for approval of individual project program change, Item 139, Project FI-189(13), Federal-aid Primary Highway Program was approved December 15, 1952.

The project based on this action will appear on the program as follows:

Item	139
County	Douglas
Project No.	FI-189(13)
FA Route No.	3
State Route No.	US 99
Termini:	Elkhead Road to Rice Hill
Construction Cost:	
Total	$800,000
Federal Funds	480,000
State Funds	320,000
Length	6.92 miles
Character of work	Grade and drain, 5.6 mile 2-lane and 1.3 mile 4-lane, 2 grade separation structures.

Approval is with the understanding that prior to start of work, or award of contract a request will be submitted, and approved, increasing Federal participation to the full pro rata, if such funds for State Routes are available, or State will agree to accept present financing as a firm commitment.

This letter will confirm our previously telephoned notification regarding the program action.

Very truly yours,

C. G. Polk
District Engineer

By: R E McMullen
R. E. McMullen
Program and Planning Engineer

[illegible] Probert

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Const
Fed Aid
Progr Prog

71-189 (13)

January 6, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project FI-189(13), Elkhead Road-Rice Hill Unit, Divide-Rice Hill Section of the Pacific Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. POLK
District Engineer

By
A. F. Bester
A. F. BESTER
Highway Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

[illegible]

File

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION

Soils Section
Subbase & Base Design

Highway: Pacific

Section: Elkhead Road - Rice Hill

County: Douglas **Prefix:** 10-1437-900 **Resident Eng.:** A. L. Chapman

Length of Project: 6.9 Miles **Sta.** 685+48 to **Sta:** 1050+27.40

The recommended total thickness of base course and wearing surface thickness is as follows:

Station 685+48 to Station 905+00 16½ inches

Station 905+00 to Station 1050+27.40 24 inches

This is to include all Y connections in the vicinity of Station 922 to 930 to be surfaced with A. C. pavement.

Design data is attached.

Submitted by Ray Webber
Ass't. Construction Engineer

Recommended by
Construction Engineer

Recommended by G. W. Harra
Engineer of Materials

Approved by
Ass't. State Highway Engineer

cc Ass't. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer, Div. III
Resident Engineer
Soils Engineer

12/15/52

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION

Soils Section
Subbase & Base Design

Section: Elkhead Road-Rice Hill **Highway:** Pacific

County: Douglas **Prefix:** 10-1437-900 **Resident Eng'r.:** A. L. Chapman

Length of Project: 6.9 Miles **Sta.** 685+48 to **Sta.** 1050+27.40

Location		Soil Characteristics					Required Thickness Traffic		
Station	Depth	% Pass. 200	LL	PI	R Value	% Silt	Light	Medium	Heavy
684+04 ℄	9'-18'	51.1	30	9	41	20.7			15½
772+50 24' Lt.	2'-12'	65.6	53	21	42	36.4			15½
840+94 3' Rt.	4'-24'	38.3	29	11	49	11.5			11½
855+07 4' Rt.	2'-12'	77.7	75	45	43	36.9			16
927+00 190' Rt.	6'	82.2	48	27	25	40.7			21½
*927+00 Borrow	16' Hole #3	49.5	31	13	40	22.2			16
*927+00 Borrow	10' Hole #4	91.9	68	44	14	63.9			25½
*927+00 Borrow	16' Hole #8	90.3	48	26	20	42.5			23½

*This hole appears to represent only a pocket of sandier material not found elsewhere in the pit.

12/15/52

RECEIVED
SEP 1[illegible] 1952
FOR FILING

E1-18[illegible]
3881

September 12, 1952

Oregon State Highway Commission

Gentlemen:

We have now completed the survey for the balance of the Divide-Rice Hill Section of the Pacific Highway, and there is attached hereto a print of the south unit, which is designated the Elkhead Road-Rice Hill Section. Your approval of the location is respectfully requested.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
Enclosure
cc Mr. H. G. Smith

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

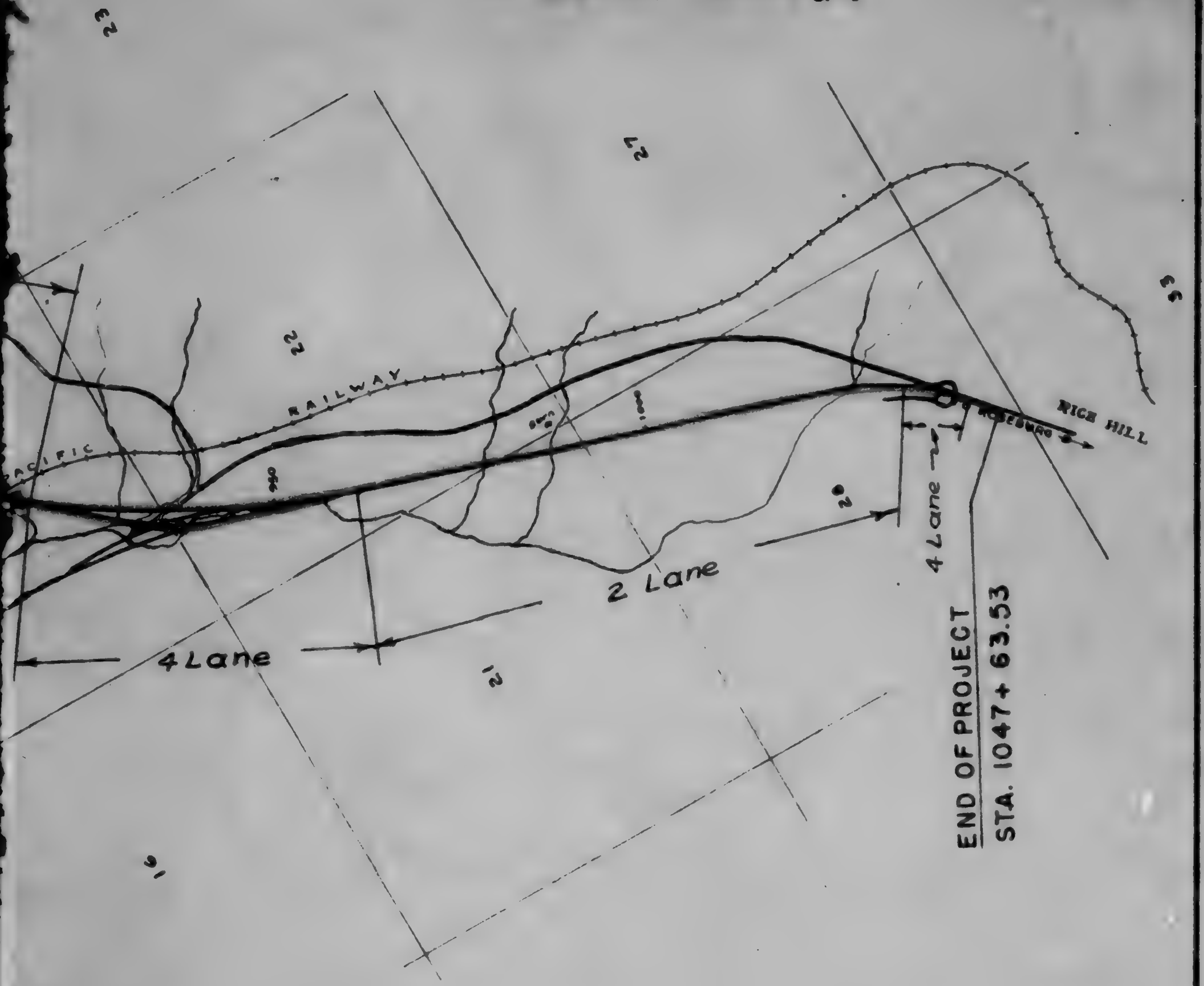
ELKHEAD ROAD – RICE HILL

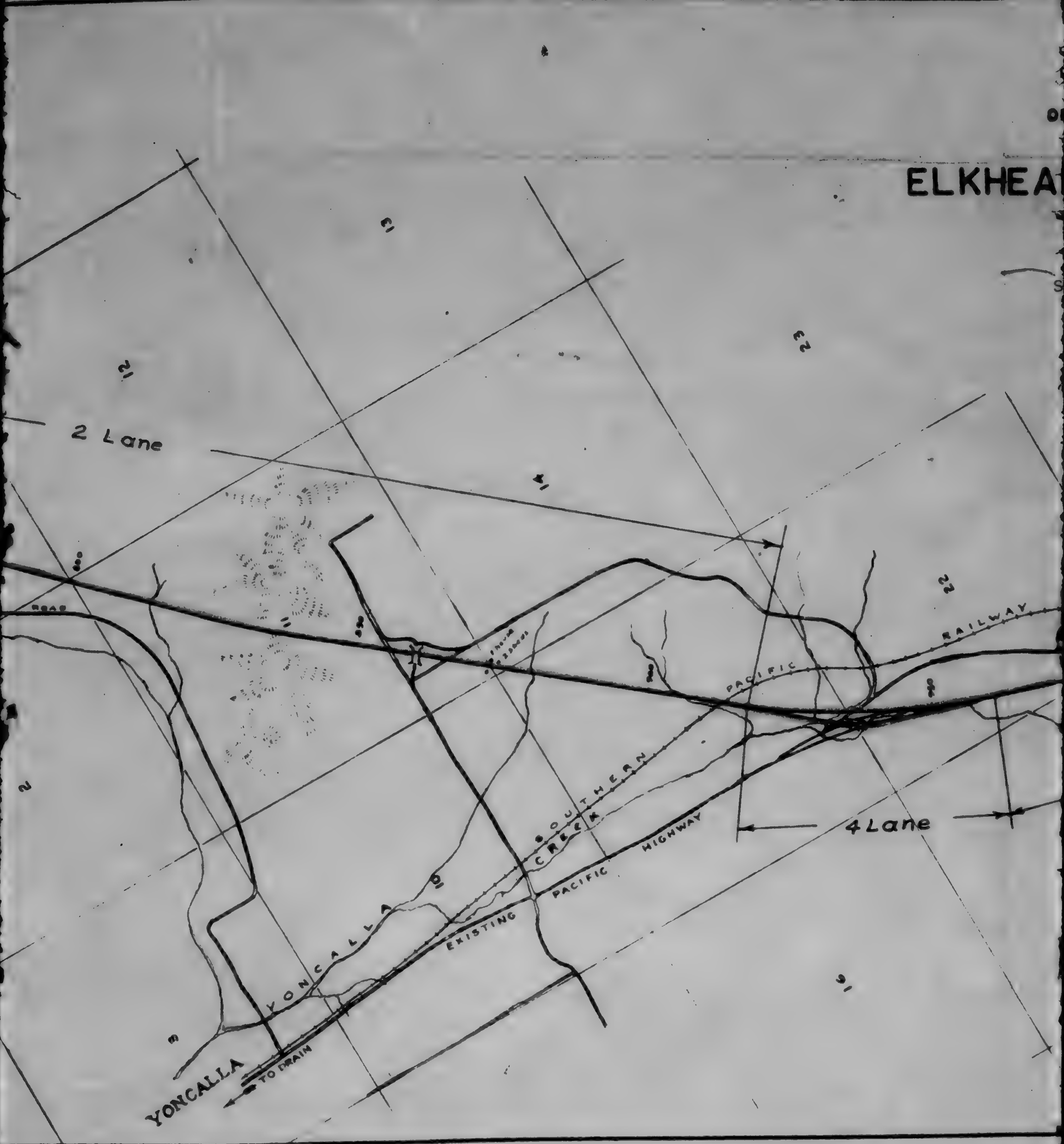
PACIFIC HIGHWAY

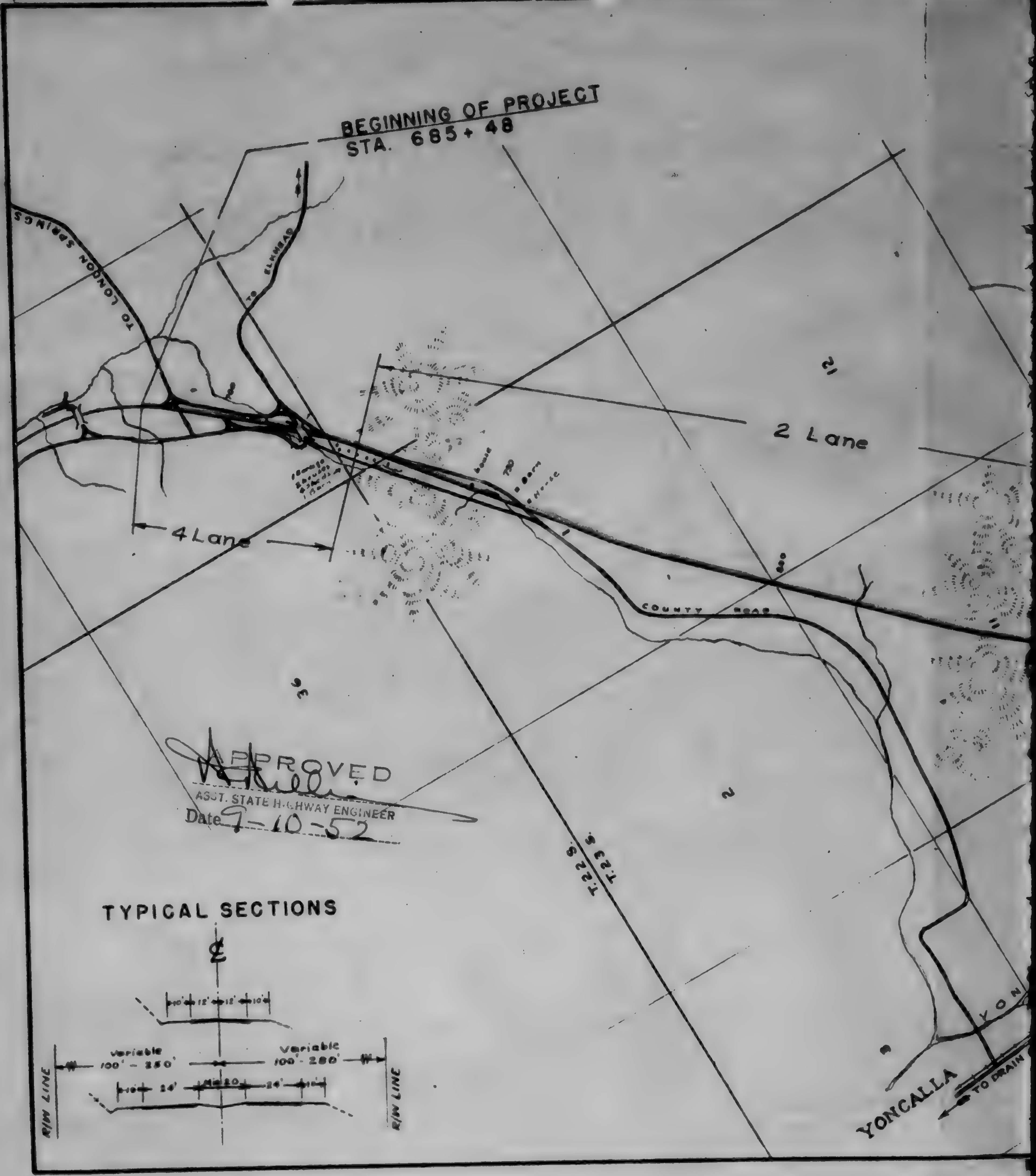
DOUGLAS COUNTY

Scale 1" = 2000'   September, 1952

For detail see 7B-14-15 & 16


23
27
22
26
PACIFIC
RAILWAY
ROSEBURG
RICE HILL
28
4 Lane
2 Lane
4 Lane
21
16
END OF PROJECT
STA. 1047 + 63.53


ELKHEA
13
12
23
2 Lane
14
22
11
RAILWAY
PACIFIC
SOUTHERN
CREEK
HIGHWAY
PACIFIC
EXISTING
YONCALLA
10
4 Lane
15
2
3
YONCALLA
TO DRAIN


BEGINNING OF PROJECT
STA. 685+48
TO LONDON SPRINGS
TO ELKHEAD
12
2 Lane
4 Lane
House
Barn
House
COUNTY ROAD
36
2
T.22 S.
T.23 S.
YONCALLA
YON
TO DRAIN
TYPICAL SECTIONS
℄
10'
12'
12'
10'
Variable
100' - 250'
Variable
100' - 280'
10'
24'
20
24'
10'
R/W LINE
R/W LINE

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date 9-10-52

FI-189(13) Elkhead Rd.-Rice Hill Unit, 1953
of the Pacific Hwy., East of
#3883 Yoncalla, two structures

RECEIVED
OCT 8 - 1954
FOR FILING

October 8, 1954

[illegible] Bros. Co.
[illegible]
Portland 11, Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 23 had under discussion your request for an extension of time, from April 30 to August 15, 1954, within which to complete your contract No. 3883 for constructing two structures on the Elkhead Road-Rice Hill Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ed

cc: Tom Edwards,
Division Engineer

[illegible],
Resident Engineer

[illegible] axon,
Assistant State Highway Engineer

FI-189(13) Elkhead Rd.-Rice Hill Unit, 1953
of the Pacific Hwy., East of
#3883 Yoncalla, two structures

Remington Rand
REMCRAFT FOLDER
REORDER CAT. No. [illegible]-R
AT TRANSFER [illegible]
FILING SPACE [illegible]

RECEIVED
OCT 8 - 1954
FOR FILING

October 8, 1954

[illegible] Bros. Co.
3[illegible] N. E. [illegible] St.
Portland 11, Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 23 had under discussion your request for an extension of time, from April 30 to August 15, 1954, within which to complete your contract No. 3883 for constructing two structures on the Elkhead Road–Rice Hill Unit, Divide–Rice Hill Section of the Pacific Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: Tom Edwards,
Division Engineer

[illegible],
Resident Engineer

[illegible] Paxson,
Assistant State Highway Engineer

FI - 109 (13)

8

OREGON STATE HIGHWAY DEPARTMENT

(date)
Sep. 10, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3883	11-final	Hannan Bros. ~~Inc.~~ Co.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
18578	R-103705	$ 4,157.56	9/9/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: April 30, 1954

Time Extensions: Aug. 15, 1954 without penalty

Completion Date: July 27, 1954

Date Accepted: Sep. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-29-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 30 1954

9-30-54

RECEIVED
SEP 9 - 1954
FOR FILING

September 2, 1954

Request for extension of time
No. 8
September 23 and 24 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Tideman Road Overcrossing and
Pleasant Valley School Undercrossing
Contract No. 3483

Hansen Bros. Company, contractor for the construction of the two structures on the Tideman Road-Rice Hill Unit of the Pacific Highway in Douglas County, has requested an extension of time from April 30, 1954, the contract completion date, to August 15, 1954, in which to complete the work on this contract.

These projects were completed with the exception of placing the concrete-block slope protection. This work was delayed because of the failure of the grading contractor to complete the bridge approach fills.

This section of highway is not in use by the traveling public, and no additional engineering expense has been incurred by the State. It is recommended that the extension be granted without penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMS/ds

Attachment

RECEIVED
AUG 31 1954
FOR FILING

[illegible]
2883

August 30, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3883 for constructing two structures on the Elkhead Road-Rice Hill Unit on the Pacific Highway in Douglas County was completed by the contractor, Hannan Bros. Co., on July 27, 1954 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $4,157.56 will be released to the contractor after acceptance by the Commission. The total contract amount is $66,550.22 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
8-30-54

RECEIVED
FEB 1 - 1954
FOR FILING

[illegible]

January 29, 1954

General Casualty Company of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Hannan Bros. Co. a portion of the funds heretofore retained by the Commission on contract No. 3983, covering two structures on the Elkhead Road-Rice Hill Unit of the Pacific Highway in Douglas County.

This payment, in the amount of $3,303.95, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,157.30. The present payment will be released to the contractor on or after February 8, 1954.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

Portland Service Office

NOTED ON CARD
1-29-54

814

Form PR 2 (Revised 1950)

Federal Aid

State Oregon

Project No. FI-189(13)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of July, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 16th day of October, 1952, a program, which was approved on the 3rd day of November, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 6th day of January, 1953; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred eighty-eight thousand and 00/100 dollars ($388,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

Rnl

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 685+48 in the SE 1/4, Section 31, T. 22 S., R. 4 W., W.M., and survey station 1050+27.4 in the NE 1/4, Section 33, T. 23 S., R. 5 W., W.M., except stations 908+59 to 910+28 and 1043+84 to 1044+79, length 6.875 miles, in Douglas County, being Oregon Federal Aid project No. FI-189(13), consisting of 6.856 miles of roadway and two bridges, each of more than 20 feet clear span, 0.019 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred eighty-eight thousand and 00/100 dollars ($388,000.00), which does not exceed the authorized Federal pro rata share of six hundred twenty-five thousand, eight hundred thirty-two and 35/100 dollars ($625,832.35), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

O.K.

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By M K McKay

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

RECEIVED JUL 31 1953

RECEIVED JUN 9 1953

RECEIVED JUL 27 1953

RECEIVED JUL 20 1953 DIVISION 8

Oregon State Highway Department

Federal Aid Project
No. FI-189 (13)

ELKHEAD ROAD-RICE HILL SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Type Code
Roadway (Sta. 1685+48 to Sta. L797+14.64 - LN797+14.64 to Sta. LN942+94.38 - LS942+94.38 to Sta. 1050+27.40) (Contract No. 3381)

All Required		Clearing and Grubbing		$ 20,000.00
1,800	cu. yds.	Structural Excavation, Unclassified	$ 2.50	4,500.00
400	cu. yds.	Trench Excavation, Unclassified	2.50	1,000.00
192,000	cu. yds.	Special Borrow Excavation, Unclassified	0.32	61,440.00
510,000	cu. yds.	General Excavation, Unclassified	0.45	229,500.00
1,720,000	yd. stas.	Short Overhaul	0.0125	21,500.00
64,000	C-yd. stas.	Long Overhaul	0.31	19,840.00
4,000	yd. mi.	Truck Haul on Special Borrow	0.16	640.00
6.86	miles	Finishing Roadbed and Slopes	1,000.00	6,860.00
28,000	lin. ft.	Rounding Cutbanks	0.20	5,600.00
200	lin. ft.	8-inch Perforated Metal Drain Pipe	2.25	450.00
50	cu. yds.	3/8" - 0 Backfill in Drains	6.00	300.00
210	lin. ft.	12-inch Concrete Pipe	1.60	336.00
2,600	lin. ft.	18-inch Concrete Pipe	3.00	7,800.00
940	lin. ft.	24-inch Concrete Pipe	4.00	3,760.00
190	lin. ft.	30-inch Concrete Pipe	5.75	1,092.50
1,080	lin. ft.	36-inch Concrete Pipe	8.25	8,910.00
150	lin. ft.	60-inch Corrugated Metal Pipe, Protected Invert	33.00	4,950.00
60	lin. ft.	78-inch Corrugated Metal Pipe, Protected Invert	50.00	3,000.00
150	lin. ft.	84-inch Sectional Plate Pipe	48.00	7,200.00
450	cu. yds.	Class "A" Concrete	56.00	25,200.00
83,000	lbs.	Metal Reinforcement	0.125	10,375.00
18,000	cu. yds.	3" - 0 Rock in Base	2.00	36,000.00
4,100	cu. yds.	3/4" - 0 Rock in Base	3.75	15,375.00
560	M-Gal.	Sprinkling	2.50	1,400.00
			Subtotal	$497,028.50
			10% Engr. & Cont.	49,702.85
			Total	$546,731.35

Type Code X221
Elkhead Road Overcrossing (Sta. 710+70 to Sta. 711+70) (Contract No. 3883)

370	cu. yds.	Structural Excavation	$ 6.50	$ 2,405.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
440	cu. yds.	Class "A" Concrete	65.00	28,600.00
100,000	lbs.	Metal Reinforcement	0.105	10,500.00
80	lin. ft.	6-inch Metal Drain Pipe	2.00	160.00
				$ 41,865.00

Type Code X721
Pleasant Valley School Undercrossing (Sta. 354+90) (Contract No. 3883)

160	cu. yds.	Structural Excavation	$ 10.00	$ 1,600.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
266	cu. yds.	Class "A" Concrete	65.00	17,290.00
89,000	lbs.	Metal Reinforcement	0.105	9,345.00
290	sq. yds.	Concrete Slab Riprap	5.00	1,450.00
80	lin. ft.	6-inch Metal Drain Pipe	2.00	160.00
				$ 30,045.00

Subtotal	$ 71,910.00
10% Engr. & Cont.	7,191.00
Total	$ 79,101.00

Length of Roadway	6.856 miles
Length of 1 Structure	0.019 mile
Length of 2 structures	0.050 mile (Exception)
Total Length	6.925 miles
Cost per mile	$79,744.94

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$546,731.50	$338,959.00	$207,772.50
Structures	79,101.00	49,041.00	30,060.00
	$625,832.50	$388,000.00	$237,832.50

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. FI-1?9 (13)

ELKHEAD ROAD-RICE HILL SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 6, 1953

Type Code
Roadway (Sta. L685+48 to Sta. L787+14.64 = LN787+14.64 to Sta. LN942+94.88 = LS942+94.88 to Sta. 1050+27.40)

All Required		Clearing and Grubbing		$ 15,000.00
1,800	cu. yds.	Structural Excavation, Unclassified	$ 3.00	5,400.00
400	cu. yds.	Trench Excavation, Unclassified	3.00	1,200.00
192,000	cu. yds.	Special Borrow Excavation, Unclassified	0.45	86,400.00
510,000	cu. yds.	General Excavation, Unclassified	0.50	255,000.00
1,720,000	yd. sta.	Short Overhaul	0.015	25,800.00
64,000	C-yd. sta.	Long Overhaul	0.50	32,000.00
4,000	yd. mi.	Truck Haul on Special Borrow	0.20	800.00
6.86	miles	Finishing Roadbed and Slopes	900.00	6,174.00
28,000	lin. ft.	Rounding Cutbanks	0.20	5,600.00
200	lin. ft.	8-inch Perforated Metal Drain Pipe	2.25	450.00
50	cu. yds.	3/8" - 0 Backfill in Drains	6.00	300.00
210	lin. ft.	12-inch Concrete Pipe	2.50	525.00
2,600	lin. ft.	18-inch Concrete Pipe	3.50	9,100.00
940	lin. ft.	24-inch Concrete Pipe	4.75	4,465.00
190	lin. ft.	30-inch Concrete Pipe	7.00	1,330.00
1,080	lin. ft.	36-inch Concrete Pipe	11.00	11,880.00
150	lin. ft.	60-inch Corrugated Metal Pipe, Protected Invert	35.00	5,250.00
60	lin. ft.	78-inch Corrugated Metal Pipe, Protected Invert	50.00	3,000.00
150	lin. ft.	84-inch Sectional Plate Pipe	55.00	8,250.00
450	cu. yds.	Class "A" Concrete	60.00	27,000.00
83,000	lbs.	Metal Reinforcement	0.14	11,620.00
18,000	cu. yds.	3" - 0 Rock in Base	3.00	54,000.00
4,100	cu. yds.	3/4" - 0 Rock in Base	3.50	14,350.00
560	M-gal.	Sprinkling	2.75	1,540.00
			Subtotal	$586,434.00
			10% Engr. & Cont.	58,643.40
			Total	$645,077.40

Type Code X221
Elmwood Road Overcrossing (Sta. 710+70 - Sta. 711+70)

370	cu. yds.	Structural Excavation	$10.00	$ 3,700.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
440	cu. yds.	Class "A" Concrete	65.00	28,600.00
100,000	lbs.	Metal Reinforcement	0.11	11,000.00
80	lin. ft.	6-inch Metal Drain Pipe	3.00	240.00
				$ 43,740.00

Type Code X721
Pleasant Valley School Undercrossing (Sta. 854+90)

160	cu. yds.	Structural Excavation	$10.00	$ 1,600.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
266	cu. yds.	Class "A" Concrete	65.00	17,290.00
89,000	lbs.	Metal Reinforcement	0.11	9,790.00
290	sq. yds.	Concrete Slab Riprap	7.00	2,030.00
80	lin. ft.	6-inch Metal Drain Pipe	3.00	240.00
				$ 31,150.00

Subtotal	$ 74,890.00
10% Engr. & Cont.	7,489.00
Total	$ 82,379.00

Length of Roadway	6.856 miles
Length of 1 Structure	0.019 mile
Length of 2 Structures	0.050 mile (Exception)
Total Length	6.925 miles
Cost per mile	$94,089.46

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$645,077.40	$399,928.00	$245,149.40
Structures	82,379.00	51,072.00	31,307.00
	$727,456.40	$451,000.00	$276,456.40

RECEIVED
MAR 30 1953
FOR FILING

[illegible]

March 25, 1953

Hannan Bros. Co.
3525 N. E. Going St.
Portland 11, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3883, which was awarded to you on March 3, 1953 by the State Highway Commission, for two structures on the Elkhead Road-Rice Hill Unit on the Pacific Highway in Douglas County.

An executed copy of the above contract is also being sent to the surety on your performance bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

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encl. 1

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AGENDA
APR 8 1953

3C-1

March 3, 1953

Hannan Bros. Company
3525 N. E. Going Street
Portland 11, Oregon

Gentlemen:

The State Highway Commission on January 21, 1953, accepted your proposal to construct two reinforced concrete viaducts on the Elkhead Road-Rice Hill Unit of the Pacific Highway east of Yoncalla in Douglas County for the sum of $71,910, and on the same day awarded Contract No. 3883 to you subject to clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. W. M. Fransen
Mr. R. G. Smith
Mr. S. E. Probert
Mr. G. S. Paxson
Mrs. Goldie Lewis

confirm

E.R.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 3, 1953
4:45 p.m.

Hannan Bros. Co.
3525 N. E. Going Street
Portland 11, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for two structures on Elkhead Road-Rice Hill Unit of Pacific Highway in Douglas County for which you submitted low bid on January 21. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

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1953
FOR FILING
OREGON DISTRICT

FI-189(13)

3883

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

March 3, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of way have been acquired for Project FI-189(13), Elkhead Road-Rice Hill Unit Structures, we hereby concur, as of this date, in award of Contract No. 3883 to Hannan Bros. Company of Portland, Oregon, low bidder in the amount of $71,910.00 submitted at the January 21, 1953 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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1953
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

FI-189(12)

3772

March 3, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 Highway Building
Salem, Oregon

Dear Sir:

Re: Elkhead Road-Rice Hill Unit Structures
F. A. P. No. FI-189(13)

All rights of way required for the above project have been obtained, and the Highway Commission proposes to award the contract for the work to Hannan Bros. Company of Portland on the basis of their low bid of $71,910 which was submitted on January 21, 1953. May we have your concurrence in the award of this contract as of this date.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

CAG:aa
cc G. S. Paxson

T-19 [illegible] P.S. [illegible]

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Mr Bal

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SEP 21 1957

Monthly transaction number 9-87	Form PR-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 8	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Curry
		Project number EF-124(4)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **September 23**, 19**53**, is hereby modified as follows:

Revised estimated total cost of project	$ **2,107,195.88**
Revised Federal funds	$ **1,306,461.00**

Other revisions - **None.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **23rd** day of **September**, 19**57**.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds

Chairman, State Highway Commission
(Title)

By Merle McFee

Member, State Highway Commission
(Title)

By W P Grossman

Member, State Highway Commission
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
Division Engineer

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11170

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FOR FILING

3882

March 15th, 1955

FINAL COST ANALYSIS
Grading

Brush Creek Rinehard Creek Unit
Rocky Point-Cold Beach Section

Oregon Coast Highway
Contract #3882 - Prefix 8-1008-201(41)
Fred H. Slate Co., Oreg. Ltd. and E. C. Hall Co., Contractor
George A. Barnhart, Resident Engineer

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All	100%	$14,515.94	$25,000.00	$ 14,515.94	$ 25,000.00
Struct. Excavation, Unclass.	Cu. Yd.	3,503.2	3.90	5.00	13,661.36	17,516.00
Trench Excavation, Unclass.	" "	36.4	2.43	3.00	88.54	109.20
General Excav., Unclass.	" "	950,180.5	0.3404	0.58	323,492.33	551,104.69
Short Overhaul	Yd. Sta.	1,698,186.3	0.117	0.02	19,936.33	33,963.73
Long Overhaul	C-Yd. Sta.	12,522.83	0.2934	0.50	3,675.30	6,261.42
Finishing R/B and Slopes	Mile	2.9	706.69	1,000.00	2,049.42	2,900.00
Rounding Cutbanks	Lin. Ft.	15,913.39	0.21	0.25	3,406.15	3,978.35
8" Perf. Metal Drain Pipe, Coated	" "	6,000	2.09	2.50	12,591.75	15,000.00
12" Perf. Metal Drain Pipe, Coated	" "	1,454	2.57	3.25	3,744.51	4,725.50
3/8"-0" Backfill in Drains	Cu. Yd.	1,838	5.96	7.00	10,965.00	12,866.00
18" Asbestos Bonded Corr. Metal Pipe	Lin. Ft.	2,448	4.95	5.00	12,145.93	12,240.00
24" Asbestos Bonded Corr. Metal Pipe	" "	214	6.45	7.00	1,381.11	1,498.00
30" Asbestos Bonded Corr. Metal Pipe	" "	86	8.07	9.00	694.39	774.00
30" Ext. Str. Asbestos Bonded Corr. Metal Pipe	" "	160	10.86	12.00	1,738.16	1,920.00
36" Asbestos Bonded Corr. Metal Pipe	" "	270	13.29	14.00	3,590.80	3,780.00
42" Asbestos Bonded Corr. Metal Pipe Protected Invert	" "	194	15.76	17.00	3,057.73	3,289.00

NOTED
State Highway Engineer

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
72" Ext. Str. Asbestos Bonded Corr. Metal Pipe, Protected Invert	Lin. Ft.	189	$41.97	$48.00	$ 7,933.40	$ 9,072.00
18" Half Round, Asbestos Bonded Corr. Metal Pipe	" "	431	2.68	4.00	1,199.73	1,724.00
24" Half Round, Asbestos Bonded Corr. Metal Pipe	" "	46	4.16	5.50	191.44	253.00
18" Asbestos Bonded Spec. Corr. Metal Pipe End Sections	Each	15	90.35	100.00	1,355.33	1,500.00
18" Corr. Metal Pipe End Sections, Coated	"	3	47.42	50.00	142.26	150.00
PA #1, Wood Crib Basin in Place	"	1	64.72	75.00	64.72	75.00
PA #2, General Excav., Unclass.	Cu. Yd.	9,587.4	0.3404	0.58	3,264.06	5,560.69
PA #2, Short Overhaul	Yd. Sta.	57,524.0	0.0117	0.02	675.32	1,150.49
PA #2, Long Overhaul	C-Yd. Sta.	2,524.39	0.2934	0.50	740.89	1,262.20
PA #4, Extra Clearing	All	100%		1,700.00	Included In Clearing	1,700.00
Force Account					27,873.98	29,524.00
Total					$474,175.98	$748,906.47

Gross Revenue	$748,906.47
Total Cost	474,175.98
Net Profit	$274,730.49

Net Profit Equals 36.6% of Gross Revenue

Contract #3882

Detail of Cost
Brush Creek-Rinehart Creek Unit
Rocky Point-Gold Beach Section

Prefix 8-1008-201(41)

Labor:

Labor	$143,789.64	
Labor Insurance	8,942.41	
Health and Welfare	298.09	
		$153,030.14

Materials:

8" Perf. Metal Drain Pipe, Coated	5,410 Lin. Ft.	at $1.56	$ 8,439.60
Bands	242 Each	" 2.29	554.18
8" Perf. Metal Drain Pipe, Coated	590 Lin. Ft.	" 1.31	772.90
Bands	33 Each	" 1.19	39.27
12" Perf. Metal Drain Pipe, Coated	1,454 Lin. Ft.	" 2.11	3,067.94
Bands	68 Each	" 2.59	176.12
3/8"-0" Material in Backfill	1,838 Cu. Yd.	" 2.04	3,748.59
18" Asbestos Bonded Corr. Metal Pipe	2,448 Lin. Ft.	" 3.26	7,980.42
Bands	92 Each	" 5.01	460.92
24" Asbestos Bonded Corr. Metal Pipe	214 Lin. Ft.	" 5.12	1,095.68
Bands	9 Each	" 6.21	55.89
30" Asbestos Bonded Corr. Metal Pipe	86 Lin. Ft.	" 6.29	540.94
Bands	3 Each	" 7.29	21.87
30" Ext. Str. Asbestos Bonded Corr. Metal Pipe	160 Lin. Ft.	" 8.41	1,345.60
Bands	7 Each	" 8.60	60.20
36" Asbestos Bonded Corr. Metal Pipe	270 Lin. Ft.	" 10.06	2,716.20
Bands	11 Each	" 10.07	110.77
42" Asbestos Bonded Corr. Metal Pipe	194 Lin. Ft.	" 12.78	2,479.32
Bands	13 Each	" 14.19	184.47
72" Ext. Str. Asbestos Bonded Corr. Metal Pipe	189 Lin. Ft.	" 34.95	6,605.55
Bands	9 Each	" 48.81	439.29
18" Half Round Asbestos Bonded Pipe	431 Lin. Ft.	" 1.96	844.76
24" Half Round Asbestos Bonded Pipe	46 " "	" 3.07	141.22
18" Asbestos Bonded Special End Sections	15 Each	" 77.40	1,161.00
18" Corr. Metal Pipe End Sections	3 "	" 24.43	73.29
12" Metal Pipe	140 Lin. Ft.	" 2.08	291.20
Bands	6 Each	" 3.51	21.06
Cedar Posts	1,254 Each	" 0.25	313.50
Anchor Posts	20 "	" 1.00	20.00
62" x 16' Gates	4 "	" 46.04	184.15

Detail of Cost (Continued)

Materials (Continued):

Fence	37 Rolls at $16.33	$ 624.32	
Barbed Wire	10 " " 8.812	88.12	
No. 9 Galvanized Wire	100 Pounds " 0.099	9.90	
Staples	2 Kegs " 12.52	25.04	
1" Stand. Galv. Steel Pipe	525 Lin. Ft. at $20.56 per 100 Lin. Ft.	107.94	
1¼" Stand. Galv. Steel Pipe	504 Lin. Ft. at $28.05 per 100 Lin. Ft.	141.37	
4½' x 12' Gate Wood Fittings	1 Each at $21.00	21.00	
Lumber	5.89 M/FBM at $54.25	319.63	
Misc. Supplies, Valves, Ells Etc.		38.77	
			$ 45,301.99

Equipment Rentals and Miscellaneous Supplies:

Equipment Rental (Own)	$193,224.75	
" " (Hired)	5,435.19	
Gas, Oil and Grease	30,501.18	
Explosives	8,285.88	
Freight	15,107.88	
Bond	5,605.52	
Insurance	1,706.31	
Interest	870.38	
Phone	867.41	
Small Tools	1,265.70	
Home Office and General Overhead	12,973.65	
		275,843.85
Total Cost		$474,175.98

Remarks:

This was a "Regular Federal Aid Project" located on the Oregon Coast Highway in Curry County. The north end of the project is about 9.5 miles south of the city of Port Orford. The south end is approximately 19.1 miles north of the city of Gold Beach. The length of the project is 2.91 miles.

The work to be done consisted of the construction of 2.91 miles of highway roadbed and such additional and incidental work as called for in the plans and specifications.

The contract was bid and awarded to E. C. Hall Co. and Fred H. Slate Co., Oreg. Ltd. on the 22nd day of January 1953. The project was completed on August 16th, 1954, and accepted September 23rd, 1954.

The contractors started moving equipment in on March 3rd, 1953, and work on the project began March 9th, 1953.

The equipment used on the clearing consisted of 2 power saws, 2 D8 Caterpillar tractors with clearing blades and a 22 "B" Bucyrus-Erie shovel with a dragline attachment. The number of men on this work varied from 4 to 15. This phase of work was completed during the week of June 6th, 1953.

The contractor made a good profit on this item.

The equipment used in the grading consisted of a 3/4 cubic yard Lima shovel with a dragline attachment, a $2\frac{1}{2}$ cubic yard Bucyrus-Erie shovel, 3 Euclid trucks, 18 Caterpillar tractors, 10 bulldozers, 10-80 scrapers, 3 DW21's, 3 motorgraders, 1-600 cu. ft. compressor, 1-500 cu. ft. compressor, 3 wagon drills and such other necessary grading equipment pertinent for the work. The grading was begun on April 2nd, 1953. This work progressed very fast, and the work was completed, except for the bridge approaches at Brush Creek and Rinehart Creek, on October 7th, 1953. The contractor closed down the operation for the winter at this time.

On February 1st, 1954, the contractor began operations again using 2 D8 Caterpillar tractors with bulldozer blades and 1 D8 Caterpillar tractor with scraper clearing out slides in the area of Station 480+00 and 485+00. Completing work in this area, the equipment was used to backfill the Brush Creek bridge ends and make a connection to the present highway. This work was completed on February 26th, 1954, at which time the contractor closed the project down.

The contractor began operations on the project again on May 24th, 1954, the work consisting of removing slides which had occurred during the winter layoff, cleaning out drain ditches, excavating a fill at the north end of the Rinehart Creek bridge and removing unstable material under the fill, placing drain pipe and rebuilding the fill at this point and bringing the roadbed up to the grade necessary before placing of the rock base. This work was completed on August 16th, 1954.

The contractors realized a net profit of 36.6% on the project. Their operating plan, the result of excellent supervision, with very good equipment for the type of material excavated, permitted the moving of a large amount of excavation in a short period of time. The contractor expected to do considerable blasting in the rock formations. This condition did not occur, and nearly all the rock cuts were excavated with a $2\frac{1}{2}$ cu. yd. shovel, or after ripping, with tractors and scrapers.

Remarks (Cont'd):

The principal profit in the project was in the item of general excavation, and the cost was $0.3404 per cu. yd. There were 6 bidders for this contract, the average bid for general excavation being $0.75 per cu. yd. The engineers' estimate was also $0.75 per cu. yd. The high bid was $1.00 per cu. yd. and the low bid, that of the contractor, for $0.58.

The contractor's bid price for general excavation indicates that he expected to encounter some solid rock requiring drilling and shooting. As the work progressed it was found that only a small amount of blasting was required. The contractor, being able to dig the material with shovel, cats and scrapers, was able to realize a large profit.

Oscar Cutler
Chief Cost Analyst

By . . F. W. Sugnet

RECEIVED
MAR 3 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 1, 1955

SF-124 (4) (CONTRACT NO.) 3862	(EST. NO.)	(CONTRACTOR)
~~3882~~	17-Final	Fred H. Slate Co. Oregon Ltd & E. C. Hall Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3631	R-116668	$ 23,927.30	2/28/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawling
ACCOUNTING DIVISION

Specified completion Date: June 30, 1954

Time Extensions: to Aug. 16, 1954 without penalty

Completion Date: Aug. 16, 1954

Date Accepted: Sept. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-1-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 1 1955
Ruth Rawling

NOTED ON CARD

FEB 17 1955

3F - 124(1)
[illegible]

9

February 16, 1955

REGISTERED MAIL

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3882 for work performed on the Brush Creek-Rinehart Creek Unit, Rocky Point-Gold Beach Section of the Oregon Coast Highway in Curry County was completed by the contractor, E. C. Hall Co. & Fred H. Slate Co. Oreg. Ltd., on August 16, 1954 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $23,927.30 will be released to the contractor on or after February 26, 1955. The total contract amount is $748,906.47, of which amount $29,514.20 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

TED ON CARD

RECEIVED
OCT 8 - 1954
FOR FILING

October 8, 1954

[illegible] Hall Co. &
Fred [illegible] [illegible]
7[illegible] [illegible] 40th [illegible]
Portland 1[illegible], Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 23 had under discussion your request for an extension of time, from June 30 to August 16, 1954, within which to complete your contract No. 3[illegible]2 for grading on the Brush Creek-[illegible] Creek Unit, Rocky Point-Gold Beach Section of Oregon Coast Highway in Curry County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc: Tom Edwards,
Division Engineer

George [illegible] Barnhart,
Resident Engineer

[illegible] Smith,
Construction Engineer

RECEIVED
SEP 30 1954
FOR FILING

[illegible]

September 29, 1954

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to E. C. Hall Co. & Fred H.Slate Co.Oreg. Ltd. on contract No. 3882, for grading on the Brush Creek-Rinehart Creek Unit,Rocky Point-Gold Beach Section of the Oregon Coast Highway in Curry County.

This payment, in the amount of $35,906.16, will be released to the contractor on or after October 9, 1954. The retained percentage is $22,422.04.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD
[illegible]

RECEIVED
SEP 22 1954
FOR FILING

September 21, 1954

Oregon State Highway Commission

Request for extension of time
No. 17
September 23 and 24 Meeting

Gentlemen:

Herewith is a request from Fred H. Slate Company and L. C. Hall Company for an extension of time on the Brush Creek-Rinehart Creek Section, Contract No. 3882, from June 30, 1954 to August 14, 1954.

The contractor substantially completed this contract in the 1953 working season and could have completed it before June 30 but, at the request of the Division Engineer, left approximately 10,000 yards in one cut for use in repair of anticipated fill slides. These slides did occur and the overrun in contract time tended to save the State money in the repair of the slides.

No interference will be suffered by the paving contractor because of this overrun and I recommend, therefore, the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP:js fp

RECEIVED
SEP 15 1954
FOR FILING

BF 124 (4)
3882

September 15, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Brush Creek-Rinehart Creek Contract No. 3882, Oregon BF-124 (4), from June 30, 1954 to August 16, 1954, to Fred H. Slate Company and E. C. Hall Company, contractors.

The contractor substantially completed this project in the 1953 working season and could have completed the project but at the request of the division engineer left approximately 10,000 yards in one cut for use in repair of anticipated fill slides. These slides did occur and the overrun in the contract time tended to save the State money in the repair of the slides.

No interference will be suffered by the contractor because of this overrun and I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Acting State Highway Engineer

EAP:js

cc H. G. Smith

Form E-1

R 121'

D

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section	Brush Creek-Rinehart Creek Unit Rocky Point-Gold Beach Section	For Week Ending	September 11, 1954
		Kind of work	Grading
Highway	Oregon Coast 101	Section prefix	8-1008
Contractor	Fred H Slate Co Ore Ltd & E C Hall Co	Contract number	3882
Date of contract	3-3, 1953	Date of completion	6-30, 1954
Date work started	3-9, 1953	Estimated date of completion	8-31, 1954
Amount of contract	$704,207.21	Per cent of time elapsed	116.05 %

Estimated cost of completed project, exclusive of engineering $764,748.53

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $33,953.00, 62.98 % Date project was completed August 16, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This contract is completed and the Semi-Final is being submitted today.

NOTED
H. G. SMITH

NOTED
FORREST COOPER

Station	On Plans	As Staked
416+00-574+50	Exc. 738,974	Exc. 947,690
"	Emb. 231,406	Emb. 221,654

Signed J W Barnhart Res. Eng.

Address Box 551 Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

RECEIVED
SEP 13 1954
OFFICE OF

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.91				
Miles partially completed	2.91				
Miles completed	2.91				
Total estimated quantities	947,690				
Estimated quantities moved or placed to date	947,690				
Average daily quantities	0				
Average daily quantities necessary to complete project on time	0				
Number shifts per day	0				
Hours per shift	0				
Average force on project for week	0				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Fair		
Tuesday	Partly Cloudy Showers in early am		
Wednesday	Clear		
Thursday	Partly Cloudy		
Friday	Rain		
Saturday	Showers		

STATE PRINTING

RECEIVED
AUG 30 1954
FOR FILING

RF-124(4)
3882

August 26, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 16, 1954 on Contract No. 3882, Brush Creek-Hinehart Creek Unit, Rocky Creek-Gold Beach Section, in Curry County, in connection with Federal Aid Project No. RF-124 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

[illegible]

cc: John Cattrall

RECEIVED
FOR FILING
[illegible] (4)

Roseburg, Oregon
June 16, 1954

H. G. Smith
Construction Engineer

Dear Sir

We attach hereto Request for Authority to Exceed Project Authorization on two projects, namely, the Rocky Point-Brush Creek Section of the Oregon Coast Highway and the Brush Creek-Rinehart Creek Section of the same highway. We have on the basis of June 10th estimates on all of the projects on the coast, made a thorough examination of the probable actual costs and project authorizations of the four projects which we have underway south of Port Orford at this time. A summary of the indicated cost is attached. The summary indicates a net of approximately $68,000 above project authorization will be required to complete the projects.

Taking the projects individually, explanation of the necessity for excess project authorization is as follows: On the Rocky Point-Brush Creek Section, the excess over-run can be traced and pin pointed to one individual item, namely, the huge slide which was necessarily removed from the point going into Brush Creek. We had anticipated slide removal trouble on this section and included in the project authorization $90,000 for such work. The slide under discussion occurred at a point which all tests and surface indications pointed to as being a stable area. The removal of this one slide entirely dissipated the anticipated slide authorization. Had this slide not occurred, the money would have been available in the authorization to cover the balance of the slides which occurred. The anticipated over-run on this section is approximately $51,000 which is still within the 5 % allowable over-run without additional authorizations of the Commission.

On the Brush Creek-Rinehart Creek Section, which was under contract to Slate and Hall, the grading was basicly completed in the 1953 working season. A chunk of excavation approximating 11,000 cubic yards was left in the cut to fill at the ends of Rinehart Creek Bridge and to use as possible backfill material in case of slides. One such slide occurred immediately northerly of Rinehart Creek Bridge in which the material will be used. This project would have been completed with an over-run of the project authorization of approximately 3½% except for the fact that the cuts sluffed badly during the 1953-54 winter and a cleaning up and reshaping of several cut slopes and the ditches was necessary to put the project in shape for surfacing.

RECEIVED
[illegible]
FOR FILING
[illegible]

Roseburg, Oregon
June 16, 1954

H. G. Smith
Construction Engineer

Dear Sir

We attach hereto Request for Authority to Exceed Project Authorization on two projects, namely, the Rocky Point-Brush Creek Section of the Oregon Coast Highway and the Brush Creek-Rinehart Creek Section of the same highway. We have on the basis of June 10th estimates on all of the projects on the coast, made a thorough examination of the probable actual costs and project authorizations of the four projects which we have underway south of Port Orford at this time. A summary of the indicated cost is attached. The summary indicates a net of approximately $68,000 above project authorization will be required to complete the projects.

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An Extra Work Order in the amount of $23,000 has been submitted and approved for this project which brings the over-run to approximately $53,000, which is 7.0% over the project authorization.

Total of the two foregoing over-runs amount to $104,000. As against these, we have an indicated savings at this time on the Brush Creek-Frankport Section of $24,000 and on the Frankport-Greggs Creek Secion of $11,000 for a total of $35,000, making a net over-run of $69,000 or 1,7% of the anticipated cost of the work underway in the area.

A request for expenditure cover the over-run on the two projects first explained above. I recommend your approval thereof.

Very truly yours,

/s/ Tom Edwars

Tom Edwards
Division Engineer

TE:ri

Enc.

Roseburg, Oregon
July 21, 1954

Forrest Cooper
Assistant Construction Engineer

Dear Sir:

Pursuant to your phone call, we have made a thorough examination of the probable overruns on the Rocky Point-Greggs Creek Section of the Oregon Coast Highway.

No further slides or indications thereof have appeared which would cause us to revise our previous analysis of the cost of the various contracts. However, on a recent inspection trip I noted what appeared to be a troublesome situation in Brush Creek Canyon where the construction appeared to encroach upon and restrict the channel of Brush Creek to a point where it would appear not possible for it to carry the flow anticipated.

As a result thereof, I have had George Baker and Jack Rowland make separate studies of the channel, and I find that it will be necessary to protect the fill slopes against erosion, but that the channel will carry the water. Each engineer used different methods to arrive at a solution which indicated a velocity of approvimately 14 feet per second in the channel, which would be ample with the cross-sectional area available to carry the flood waters without inundating the road.

However, we have not material of sufficient size and weight to riprap suitably for 14 feet per second velocity, and it will be necessary to place a 4" cement grout cover over the slopes in critical areas. This will achieve two purposes: (1) protection of the fills against erosion, and (2) provide improved hydraulic charateristics to further increase the flow and insure against flooding.

I estimate the cost of this work to be $8,000, and recommend that you add this amount to the request for additional authorization on the Rocky Point-Brush Creek Section. The work will be done by state forces under the direction of Walter Krueger, Bridge Superintendent.

Added to Request

Very truly yours,
/s/ Tom Edwards

Tom Edwards
Division Engineer

TE:gb

Form No. E-200-5-49-5M—Pads of 50

OREGON STATE HIGHWAY DEPARTMENT

Authority to Over-Run Contract Amount

Project Name Brush Creek-Rinehart Creek
Date June 16, 1954
Highway Oregon Coast
Contract No. 3862
County Curry
FAP BF-124(4) Prefix 8-1008
Contractor Fred H. Slate Co. & E. C. Hall Co.
Request No. 1

Summary Statement:

Contract amount			$758,117.81
Over-run of contract amount previously authorized	R/W	$7,400.13	
Over-run for which authority is now requested		45,711.40	
Total over-run (7.01 per cent)			$53,111.53
Total (contract amount plus over-run)			$811,229.34

Itemization of Over-Run Now Requested:

Major Items	Quantity	Unit Price	Amount
2. Structural Excavation, Uncalssified	1,759	5.00	$ 8,750.00
4. General Excavation, Unclassified	47,000	0.58	27,260.00
5. Short Overhaul	100,000	0.02	2,000.00
9. 8" Perforated Metal Drain Pipe, Coated	2,844	2.50	7,110.00
11. 3/8" - 0 Backfill in Drains	723	7.00	5,061.00
Horizontal Drains S.F.O. 233			8,874.90
P. A. #2 General Exdavation	9,587.4	0.58	5,560.69
Short Overhaul	57,524.4	0.02	1,150.49
Long Overhaul	2,524.4	0.50	1,262.20
E. W. O. #3 Clean up slides, etc.		Lump Sum	23,200.00
Minor items, unitemized (not more than 20 per cent of subtotal)			16,265.13
Subtotal			$106,494.41
Less for savings on under-run items			53,382.88
Net amount of over-run for which authority is now requested			$53,111.53

Description of Additional Work or Conditions Occasioning Over-Run Now Requested:
(Include station number locations when practicable)

INSTRUCTIONS

Submit request on this form whenever conditions are encountered which require considerable increases in contract quantities and whenever the revised total cost for the bid items in the contract (as shown in the "Monthly Project Cost Report") is revised upward and is above the total shown in the contract.

Submit three copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$758,117.81
Present estimate of project cost, including $53,111.53 for work under this request	$811,229.34
Expected ~~under-run~~ over-run (amount)	$53,111.53
Expected ~~under-run~~ over-run (per cent)	$7.01

Space to right of this line is for use of Salem Office.

Submitted by: .... Resident Engineer

Approval Recommended: Tom Edwards Division Engineer

Approval Recommended: Forrest Cooper Construction—Bridge Engineer

Approved: .... Assistant State Highway Engineer

State Printing Dept. 31060

Form No. E-299—5-49—5M—Pads of 50

OREGON STATE HIGHWAY DEPARTMENT

Authority to Over-Run Contract Amount

Project Name Brush Creek-Rinehart Creek
Date June 16, 1954
Highway Oregon Coast
Contract No. 3882
County Curry
FAP RF-124(4) Prefix 8-1008
Contractor Fred H. Slate Co. & E. C. Hall Co.
Request No. 1

Summary Statement:

Contract amount		$ 758,117.81
Over-run of contract amount previously authorized R/W	$ 7,400.13	
Over-run for which authority is now requested	45,711.40	
Total over-run (7.01 per cent)		$ 53,111.53
Total (contract amount plus over-run)		$ 811,229.34

Itemization of Over-Run Now Requested:

Major Items	Quantity	Unit Price	Amount
2. Structural Excavation, Unclassified	1,750	5.00	$ 8,750.00
4. General Excavation, Unclassified	47,000	0.58	27,260.00
5. Short Overhaul	100,000	0.02	2,000.00
9. 8" Perforated Metal Drain Pipe, Coated	2,844	2.50	7,110.00
11. 3/8" - 0 Backfill in Drains	723	7.00	5,061.00
Horizontal Drains S.F.O. 233			8,874.90
P. A. #2 General Excavation	9,587.4	0.58	5,560.69
Short Overhaul	57,524.4	0.02	1,150.49
Long Overhaul	2,524.4	0.50	1,262.20
E. W. O. #3 Clean up slides, etc.		Lump Sum	23,200.00
Minor items, unitemized (not more than 20 per cent of subtotal)			16,265.13
Subtotal			$106,494.41
Less for savings on under-run items			53,382.88
Net amount of over-run for which authority is now requested			$ 53,111.53

Description of Additional Work or Conditions Occasioning Over-Run Now Requested:
(Include station number locations when practicable)

INSTRUCTIONS

Submit request on this form whenever conditions are encountered which require considerable increases in contract quantities and whenever the revised total cost for the bid items in the contract (as shown in the "Monthly Project Cost Report") is revised upward and is above the total shown in the contract.

Submit three copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$ 758,117.81
Present estimate of project cost, including $ 53,111.53 for work under this request	$ 811,229.34
Expected ~~under-run~~ over-run (amount)	$ 53,111.53
Expected ~~under-run~~ over-run (per cent)	$ 7.01

Space to right of this line is for use of Salem Office.

Submitted by: .... Resident Engineer

Approval Recommended: .... Division Engineer

Approval Recommended: .... Asst. Construction—Bridge—Engineer

Approved: .... Assistant State Highway Engineer

State Printing Dept. 31969

PRESENT INDICATED PROJECT STANDING

ACTUAL COSTS #	Rocky Point to Brush Creek	Brush Creek to Rinehart Cr.	Brush Creek to Frankport	Frankport to Greggs Creek	TOTAL Rock Point to Greggs Creek
Grading	$583,533.50	$636,779.20	$703,120.00	$457,510.00	$2,385,942.70
Drainage	63,263.00	64,335.50	38,835.50	77,418.00	243,852.00
Surfacing	187,754.25		248,654.50	247,882.00	684,290.75
Slides & Extra Work	242,716.50	75,345.41	100,867.43	63,402.15	482,331.49
Engineering	78,946.12	34,769.23	60,000.00	70,986.04	244,701.39
Anticipated Slides				62,760.00	62,760.00
TOTALS	$1,161,213.37	$811,229.34	$1,151,477.43	$979,958.19	$4,103,878.33
ORIGINAL PROJECT AUTHORIZATION					
Contract	$862,226.50	$648,682.50	$984,239.00	$771,875.50	$3,267,023.50
Contingencies	44,407.19	30,324.71	47,011.46	39,929.65	161,673.01
Extra Items	124,600.00	25,200.00	60,460.00	107,800.00	381,060.00
Engineering	78,946.12	53,910.60	83,575.92	70,986.04	287,418.68
TOTALS	$1,110,179.81	$758,117.81	$1,175,286.38	$990,591.19	$4,034,175.19
Difference	51,033.56	53,111.53	+23,808.95	+10,633.00	-69,703.14

Premise -

Paving Net
Base Net + ½ normal allowance
Reduced Engineering
Slide Removal & P.A's as they appear 6/14/54

FORM E-30 25M 9-51 52318

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 6, 1954

SUBJECT:

L-1969; R-3265-B
Brushes Creek-Rinehart Creek
Oregon Coast Highway
Curry County

To:

Mr. C. W. Enfield
Chief Counsel
OFFICE

NOTED
W. C. WILLIAMS

Referring to the old road through the Redenbaugh property south of Humbug Mountain in Curry County, you recently requested information as to the future of this old road between Redenbaugh and Spoerl.

The present plan is to abandon this road from the bridge "on" the Redenbaugh property southerly to Spoerl's house, as the cost of maintaining the roadway and bridges would be far in excess of the value of the land. It was planned to leave the old road open on the north as far as the bridge referred to above for use of the Redenbaughs as an access road. In an effort to mitigate the damage by the closure of this road, I have had a small turn-around constructed at the northerly end of the bridge. This turn-around is roughly circular and about 35 feet in diameter.

I call this matter to your attention so that your attorneys may be informed.

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams
Tom Edwards

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FEB 25 1954
FOR FILING

EF 124(4)

3882

February 18, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of February 14, 1954, regarding Oregon Project No. EF-124 (4), Brush Creek-Rinehart Creek Unit in Curry County, Contract No. 3882, Price Agreement No. 2.

Further check with the Construction Division and the Field supports the information obtained on your inspection trip, insofar as using the materials from Station 500 for topping and fill repair. There is much of this work to be done and wasting any material from this source is not anticipated.

Placing the topping under Price Agreement No. 2 was not solely for the bridge contractor's benefit. State maintenance and drilling crews are also benefited.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DMP:tp

FORM E-90 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 17th, 1954

SUBJECT:

To: Memorandum to S. H. Probert:

Answering C. G. Polk's letter of February 11th, regarding Price Agreement #2 on the Brush Creek-Rinehart Creek Section, Fred H. Slate Co., Oreg. Ltd. and the E. C. Hall Company, for placing topping material between Station 544+90 and Station 574+60.

This was done in order to give access to the grade during the winter months, both for the bridge contractor and for our own forces in boring horizontal auger holes and otherwise maintaining the grade. As far as I can see the work could either have been done under the Slate and Hall contract or under the Peter Kiewit Sons' contract for the Brush Creek-Frankport Section, since the Kiewit contract lapped back over and provided for surfacing over the Brush Creek-Rinehart Creek Section, and both contracts provided for the saving and topping out of the grade with selected material. It was more convenient to do it under the Slate and Hall contract, and they thought it would offer better protection to do it under a price agreement at bid prices rather than under the contract, since the material was obtained outside the limits of the contract.

There was a portion of a cut at Station 500 saved on the Brush Creek-Rinehart Creek Section for the purpose of repairing anticipated sunken places and rebuilding popouts in the grade, as well as placing additional topping, and there are several of these sunken places in the grade which must be excavated and backfilled with rock. One north of the Rinehart Creek bridge will involve extensive yardage, so that there will be no yardage wasted from the cut reserved at Station 500. Even if there be material wasted, it will not result in additional expense, since the material borrowed was from the roadbed prism on the Kiewit job, which contained many thousands of yards of waste.

H. G. Smith

HGS:AR

85

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 11, 1954

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project BF-124(4), Brush Creek-Rinehart Creek, Oregon Coast Highway - Price Agreement No. 2, dated December 1, 1953

Dear Sir:

Subject price agreement has been given considerable study in this office. According to your December 23, 1953 letter, it would appear that the placing of the topping under the price agreement was solely for the benefit of the bridge contractor.

Although payment for the work was to be made at regular contract prices for excavation and haul as specified in Contract No. 3882 and although haul from the new source would be less, it appeared that performance of the work under the price agreement would increase the total cost of the project due to the necessity of wasting the materials conserved for topping purposes near Sta. 500.

On a recent inspection trip it was learned that these conserved materials are not to be wasted but are to be crushed for surfacing materials and/or to reinforce sections of the subgrade northerly from the Rinehart Bridge site where the need for further reinforcement is indicated.

We would appreciate confirmation of the field information or your further explanation in order that we may approve the price agreement.

RECEIVED
FEB 15 1954
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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FOR FILING

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3-12

January 6, 1954

Oregon State Highway Commission

Gentlemen:

On the Summary of Unfinished Business of December 11, Item No. 4 pertains to damage to the water system owned by Vern Rodenbaugh, south of Humbug Park on US101. This matter was investigated immediately, and it was determined that the water supply had been somewhat damaged by a tree falling across the inlet pipe, bending the same, which caused the spring water to muddy.

This matter has been entirely corrected by cleaning out the inlet area, extending the inlet pipe with a vertical extension, and replacing the pipe which was bent. I am informed that the system is now working satisfactorily.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

WCW:me fp

FORM E-30 25M 9-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 4, 1954

SUBJECT:

To:

Mr. R. H. Baldock
State Highway Engineer
OFFICE

Dear Sir:

In reply to your letter of January 4, 1954 re the Redenbaugh matter near Humbug Mountain, I wish to advise that this matter was referred to the field on December 15th and I have been advised that the condition complained of by the Redenbaughs has been rectified by cleaning out the inlet area, extending the inlet pipe with a vertical extension, and replacing the pipe which was bent.

I am informed that the system is now working satisfactorily.

Very truly yours,

H. G. Smith
Construction Engineer

By
Forrest Cooper
Ass't. Construction Engineer

FC:js

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 22, 1953

SUBJECT:

To:
Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

Dear Sir:

On December 15th you informed me that Mr. Chandler had received a complaint from the Redenbaughs near Humbug Mountain that their water supply was not functioning properly or was muddy.

This matter was referred to the field and I now report that the situation has been corrected by cleaning out of the inlet area and making a minor change in the inlet pipe.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

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JAN 5 - 1954
FOR FILING

RF-1-9(4)

38[illegible]

Salem, Oregon
January 4, 1954

Mr. Forrest Cooper

In the minutes it states that the damage to Mrs. Vera Redenbaugh on the Brushes Creek-Rinehart Creek Section of US101 south of Humbug State Park, by reason of the contractor falling a tree across the pipe line and breaking it, has been requested and the Engineer was directed to investigate and prepare a report to the Commission. Please give me the data.

[illegible] d about it also.

R. H. Baldock

RHB:hi

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SEP 29 1953
FOR FILING

NOTED
State Highway Engineer

Brush Creek Section

Station 300 to 350

		All Req.		In Canyon
Clearing & Grubbing				$ 12,000.00
Excavation	$0.90	327,994	361,000	324,900.00
Struct. Excavation	3.50	50	55	192.50
Trench "	3.00	60	66	198.00
Short Overhaul	0.015	492,000	541,000	8,115.00
Long "	0.45	29,200	32,000	14,400.00
Rounding Cutbanks	0.18	5,000	5,500	990.00
18" Pipe	4.50	300	330	1,485.00
24" "	6.40	60	66	422.40
Surfacing	40,000.00	.947		37,880.00
				$400,582.90
				50,072.86
				$450,655.76
Structure	280.00	275		77,000.00
				$527,655.76
				$528,000.00
				154
				374,000.00

EF-124(4)

[illegible]

RECEIVED
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FOR FILING

NOTED
State Highway Engineer

Brush Creek Section

Station 300 to 350				In Canyon
Clearing & Grubbing		All Req.		$ 12,000.00
Excavation	$0.90	327,994	361,000	324,900.00
Struct. Excavation	3.50	50	55	192.50
Trench "	3.00	60	66	198.00
Short Overhaul	0.015	492,000	541,000	8,115.00
Long "	0.45	29,200	32,000	14,400.00
Rounding Cutbanks	0.18	5,000	5,500	990.00
18" Pipe	4.50	300	330	1,485.00
24" "	6.40	60	66	422.40
Surfacing	40,000.00	.947		37,880.00
				$400,582.90
				50,072.86
				$450,655.76
Structure	280.00	275		77,000.00
				$527,655.76
				$528,000.00
				154
				374,000.00

CF-124(4)

[illegible]

Brush Creek Section

Station 300 to 350				Through Ridge
Clearing & Grubbing		All Req.		$ 17,000.00
Excavation	$0.90	320,048	352,000	316,800.00
Struct. Excavation	3.50	50	55	192.50
Trench "	3.00	60	66	198.00
Short Overhaul	0.015	480,000	528,000	7,920.00
Long "	0.45	28,000	30,800	13,860.00
Rounding Cutbanks	0.18	5,000	5,500	990.00
18" Pipe	4.50	300	330	1,485.00
24" "	6.40	60	66	422.40
Surfacing	40,000.00	.947		37,880.00
				$396,747.90
				49,593.49
				$446,341.39
Structure	280.00	275		77,000.00
				$523,341.39
				$523,000.00

Brush Creek Section

Station 313+03 to Station 347+25

Widening & Raising Grade in
Canyon by State

	Unit Prices	Gross Quantities	Amount
Structural Excavation	$3.50	20 Cu. Yd.	$ 70.00
General Excavation	0.55	7,900 " "	4,345.00
Short Overhaul	0.015	21,800 Sta. Yd.	327.00
Long "	0.45	500 C-Yd. Sta.	225.00
Finishing Roadbed & Slopes	1,000.00	0.65 Mile	650.00
18" Pipe	4.50	80 Lin. Ft.	360.00
24" "	6.50	4 " "	26.00
Salvaging Pipe	2.00	100 " "	200.00
Corrugated Metal Sight Posts	4.00	40 Each	160.00
Selected Roadbed Topping	0.50	3,100 Cu. Yd.	1,550.00
Hauling Roadbed Topping	0.14	9,400 Yd. Mi.	1,316.00
3/4"-0 Mat'l. in Leveling Course	2.75	550 Cu. Yd.	1,512.50
Sprinkling	2.50	100 M-Gal.	250.00
3/4"-0 Mat'l. in Binder Course	4.00	100 Cu. Yd.	400.00
RC-3 Asphalt in Binder Course	48.00	20 Ton	960.00
Class "B" Asphaltic Concrete	7.00	1,800 "	12,600.00
			$24,951.50
	Engineering & Contingencies 12½%		3,118.94
			$28,070.44
			$28,000.00

Brush Creek Section

Station 300 to Station 350 In Canyon (As Planned)

Clearing & Grubbing		All Req.		$ 8,000.00
Excavation	$1.00	74,806	82,000	82,000.00
Struct. Excavation	3.50	40	44	154.00
Trench "	3.00	30	33	99.00
Short Overhaul	0.015	120,000	132,000	1,980.00
Long "	0.45	7,200	8,000	3,600.00
Rounding Cutbanks	0.18	5,000	5,500	990.00
12" Pipe				
18" Pipe	4.50	287	316	1,422.00
24" Pipe	6.40	3	4	25.60
Surfacing	40,000.00	.947		37,880.00
				$134,368.60
				16,796.08
				$151,164.75
Structure	280.00	75		21,000.00
				$172,164.75
				$172,000.00

FORM E-30 25M 8-51 62916

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 16, 1953

4456

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
O F F I C E

Dear Sir:

Referring to Assignment No. 4456 re approaches and connections to the Redenbaugh and Spoerl properties, Brush Creek-Rinehart Creek Section, I wish to advise that it has been decided to maintain a short section of the old road near the north end of the Redenbaugh tract from about Station 446+50 to 455 and to keep open the old road from Spoerl's house to a connection with the new road near Station 570. The remaining portion of the old road from a point easterly from the Redenbaugh house to Spoerl's house is to be closed.

This information has been furnished to the Legal Department and to John Cattrall.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

RECEIVED
SEP 16 1953
OFFICE OF
STATE HIGHWAY ENGINEER

No. 4456
By wcw

ASSIGNMENT

Date: August 31, 1953

Description: Letter from Frank C. McKinney, Assistant Attorney to Mr. Williams dated August 25 re two cases which will be coming up for trial in September. SHC vs. Vera Redenbaugh, our file L-1969 and SHC vs S. J. Spoerl, our file L-1970.

Referred to Mr. Forrest Cooper

Acknowledged by

Investigate and report with recommendation

XXXxxxxxxxxxxx, such action as necessary and report

Comment or recommendation

Return with rough draft of reply

Please prepare for

PLEASE RETURN TO
W. C. WILLIAMS
signature

Assignment executed 9.16.53 mc

Report received

Remarks: Please furnish information to Mr. McKinney.

FORM E-30 25M 3-51 47198

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 25, 1953

SUBJECT: State Highway Commission
vs.
Vera Redenbaugh
Our File: L-1969

State Highway Commission
vs.
S. J. Spoerl
Our File: L-1970

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

The above two cases will be coming up for trial during the month of September. Both properties are located on the Brushes Creek-Rinehart Creek Section of the relocated Oregon Coast Highway. One question which arose during negotiations and as yet remains unanswered is what portion of the old or present Oregon Coast Highway the State will continue to maintain and what portions will be vacated or turned over to the County for maintenance.

I have checked with Mr. Cattrall of the County & City Relations section and have been informed that as of this date there have been no negotiations with the Curry County Court and no agreement made between the Court and the Highway Commission.

I realize that Section 100-139, O.C.L.A., provides that when the Commission relocates a highway the old highway or sections thereof must be maintained by the State if the section is needed for the service of persons living thereon. The section also provides, of course, that this maintenance can be turned over to the county providing the county agrees to maintain the old highway.

With respect to the above cases, it is my understanding that Mr. Baldock and Mr. Chandler during a public meeting in Gold Beach informed the local property owners that the old highway should be abandoned between Stations 446+50 and approximately 523+00. The latter Station, to the best of my knowledge, is nearly opposite the Spoerl residence. In other words, the State would maintain the old highway from the Spoerl residence to where the old highway crosses the new highway line at Station 553+00. Our appraisers have requested further information on this question, because it is their belief that if the State does not guarantee to maintain the old highway from Mr. Spoerl's residence to the new highway that Mr. Spoerl will be greatly damaged. The reason for this damage is that between Mr. Spoerl's residence and where the old highway intersects with the new one there is a dangerous slide area, and it is well known that Curry County has very limited funds insofar as the repair of roads are concerned. If Mr. Spoerl should be left to the mercy of the county, it is foreseeable that he could be completely blocked from any access to the new highway, unless he spent his own money to clear such a slide. If the State does not maintain the old highway, then our appraisers are of the opinion that we should pay him the cost of constructing a road from his residence to the new highway opposite Station 523+00. The Commission has granted Mr. Spoerl an access at this point, but it will take several thousand dollars to build a road from Mr. Spoerl's residence to that access point.

With respect to the Redenbaugh property, the Commission has granted Mrs. Redenbaugh an access to the easterly portion of her property opposite Station 455+00. I recently checked this access point with Mr. Barnhart, our Resident Engineer, and the only way that Mrs. Redenbaugh can get from the easterly portion of her property to the new highway is for her to enter on the old Pacific Highway near Station 455+00 and then travel down the old highway to the intersection with the new highway at Station 446+50. It is my understanding that an access is being permanently granted at 446+50 for some timber company. If the old road is not kept open between 455+00 and 446+50, then Mr. Barnhart will have to build a rather expensive access road from the new highway near Station 450 up to the old highway and thereby permit the Redenbaughs to use only a portion of the old highway between 450 and 455. In constructing the new highway we have made a deep cut between Station 450 and 455, and at present the old highway sets approximately thirty to forty feet above the new highway.

Our appraisers would also like to know for sure, as would the defendants, whether or not the old highway will be abandoned between Stations 455+00 and 523+00. If the old highway is abandoned, there will be a greater severance damage to Mrs. Redenbaugh's property. Mrs. Redenbaugh owns abutting property on each side of the highway between Stations 451+00 and 478+00. Her only access to the highway along this entire strip is at 455+00 unless the old highway is kept open. If the old highway is left open, she would then, of course, have access to the old highway from her property lying east of the relocated highway.

I would appreciate it if you could forward me any information you may have available with respect to the Commission's decision on the maintenance or abandonment of the Oregon Coast Highway through the Redenbaugh and Spoerl properties.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Frank C. McKinney
FRANK C. McKINNEY
Assistant Attorney

RECEIVED
AUG [illegible] 1953
STATE [illegible] ENGINEER

FCMc/mlk
cc: C. W. Enfield, R. L. Porter, George A. Barnhart

File

OREGON STATE HIGHWAY DEPARTMENT

CONSTRUCTION DIVISION

Soils Section

Subbase & Base Design

Section: Rocky Point-Brush Creek
Highway: Oregon Coast
County: Curry Prefix: 8-1445-900
Res. Eng.: George Baker
Length of Project: 5.55 Miles
Stations: 127+00 to 416+000

The recommended total thickness of base course plus AC wearing surface is 13" for entire project.

Subgrade reinforcement with selected subgrade material is recommended between Stations 223 and 246 to a thickness of 18".

Submitted By Wm C Hill
Soils Engineer

Recommended By H G Smith
Construction Engineer

Recommended By G. W. Harra
Engineer of Materials

Approved By
Ass't. State Hwy. Engineer

cc Ass't. State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer, Tom Edwards
Resident Engineer, George Baker
Office Engineer
Soils Engineer

9/9/53

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION

Soils Section
Subbase & Base Design

Section: Rocky Point-Brush Creek | **Highway:** Oregon Coast

County: Curry | **Prefix:** 8-1445-900 | **Res. Engr.:** George Baker

Length of Project: 5.55 Miles | **Stations:** 127+00 to 416+00

Location		Soil Characteristics					Required Thickness Traffic		
Station	Depth	% Pass 200	LL	PI	R Value	% Silt	Light	Medium	Heavy
156+20	0 - 5'	34.9	34	8	35	17.2			13 "
185+64	4'-10'	42.6	53	16	33	15.7			14½"
190+00	0 -10'	34.8	34	15	28	12.2			14½"
193+90	0 -11'	27.1	38	8	70	15.1			9½"
199+00	21'-34'	36.7	27	9	31	16.6			14 "
216+10	0 -12'	54.6	35	18	18	26.3			21 "
	14'-24'	30.6	22	2	44	16.5			9½"
220+15	0 -12'	51.8	29	7	52	22.6			9½"
232+70	15'-18'	37.1	26	6	32	17.6			14 "
	31'-43'	50.0	27	15	20	23.1			19½"
234+30	?	62.9	38	11	31	27.2			16 "
	6'-18'	64.7	42	15	27	28.3			18½"
235+70	0 - 9'	38.6	23	6	53	20.2			9½"
	9'-18'	26.1	29	15	38	12.1			10½"
236+70	0 - 9'	50.4	29	15	24	24.8			18½"
	9'-29'	49.8	26	13	21	30.4			19 "
239+50	0 - 5'	34.1	24	7	58	14.0			9½"
	5'-31'	13.9	22	11	31	6.8			9½"
240+00	3'- 8'	46.3	27	7	40	19.4			13½"
	8'-14'	66.0	31	15	28	21.3			18½"
240+92	3'- 8'	57.8	33	10	32	26.7			16½"
	17'-32'	46.3	28	10	12	18.8			22 "
242+20	0 -11'	43.7	28	9	33	21.7			14½"
	11'-15'	65.7	40	15	25	33.1			19½"
	15'-26'	68.1	42	14	27	32.3			18½"
242+82	3'-14'	33.6	28	9	51	16.2			9½"
	17'-31'	21.8	23	8	22	10.2			13 "
245+00	0 -13'	29.3	26	8	45	12.9			9½"
	?	39.1	27	10	51	19.0			9½"
245+60	2'-14'	53.5	31	10	42	25.5			13 "
	14'-21'	36.6	28	9	48	17.9			9½"
	21'-37'	50.2	29	16	25	22.6			18 "
246+65	11'-33'	54.7	29	12	34	22.6			16 "
	33'-45'	43.7	26	12	36	18.0			14 "
248+75	14'-20'	48.3	36	9	47	21.3			10½"
	20'-30'	39.4	27	8	45	16.2			10½"

Location		Soil Characteristics					Required Thickness Traffic		
Station	Depth	% Pass 200	LL	PI	R Value	% Silt	Light	Medium	Heavy
251+10	2'-13'	44.5	24	7	44	17.6			11½"
	14'-21'	38.5	27	9	54	18.5			9½"
	21'-30'	36.9	25	4	50	17.4			9½"
252+75	0 -11'	38.3	28	7	47	19.2			9½"
	11'-22'	50.5	29	10	54	22.7			9½"
255+30	0 -10'	16.8	23	4	41	9.4			9½"
256+15	0 -15'	6.2	26	8	42	5.2			9½"
257+60	0 -27'	29.6	26	5	50	14.3			9½"
260+12	8'-25'	51.2	30	8	34	19.4			15½"
263+18	14'-20'	27.4	34	7	74	10.5			9½"
	20'-24'	15.9	26	8	63	6.6			9½"
	33'-44'	37.8	25	12	30	18.7			14½"
264+85	0 -24'	15.8	24	9	38	8.0			9½"
273+65	0 -13'	17.9	29	13	15	8.1			13 "

No borings made south of Sta. 273+63

Form E-48

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEE

Brush Creek-Rinehart Creek Unit
Rocky Point-Gold Beach, Section
Oregon Coast

September 5, 1953

STATION		GEN. EXC. ON PLANS			GEN. EXC. AS STAKED			
From	To	Excavation			Excavation	Slides		
416+00	424+00	5,361.0			7,694.2			
426+50	429+50	427.0			900.2			
436+50	437+00	2.0			234.6			
441+00	444+00	10,387.0			16,999.1			
BRIDGE (Brush Creek)								
451+50	455+30	13,120.0			13,834.0			
458+50	461+45	15,106.0			15,495.6			
464+50	469+50	34,956.0			15,584.5			
472+00	486+00	172,872.0			169,729.3			
486+50	500+00	122,961.0			160,015.8			
502+00	504+50	2,561.0			2,520.4			
509+00	517+50	37,858.0			37,468.6	+ 6,000.0	(Approximate)	
519+50	539+30	100,035.0			79,~~8~~562.7	+ 12,454.4	(Staked)	
540+50	541+60	5,955.0			5,754.4			
BRIDGE (Rinehart Creek)								
544+40	550+65	39,896.0			40,660.7	+ 5,000.0	(Approximate)	
551+70	574+50	177,450.0			195,242.5	+ 35,000.0	(Approximate)	
		738,947.0			761,696.6	58,454.4	(Approximate)	

G. A. Barnhart, Res. Eng.

RECEIVED
MAY [illegible] 1953
FOR FILING

BF-124(4)

3882

May 20, 1953

Peter Kiewit Sons' Company
Box 491
Longview, Washington

Gentlemen:

The State Highway Commission on May 18, 1953 accepted your bid in the amount of $984,239.00 for grading and paving on the Brush Creek-Frankport Unit, Rocky Point-Gold Beach Section of the Oregon Coast Highway in Curry County submitted by you on that day. Yours was the low bid received for this project, and the Commission has awarded the contract to you.

The Engineer was authorized and instructed to prepare contract and bond forms for execution by you and your surety as soon as right of way has been cleared and concurrence is received from the Bureau of Public Roads.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction of Commencement of Work".

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

sl
encl.
cc: H. G. Smith
S. H. Probert
W. M. Franawa SIAC

RECEIVED
FOR FILING
FF 1-4(4)
OREGON DISTRICT
[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 18, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm that the April 21, 1953 request from your office for individual project program change, Federal-aid Primary Highway Program Item 44, Project BF-124(4), Brush Creek to Frankport (Rocky Beach-Gold Beach Section), reducing the length fo 5.20 miles with one additional bridge was approved by the Acting Commissioner May 4, 1953.

Very truly yours,

C. G. POLK
District Engineer

By R. E. McMullen
R. E. McMULLEN
Program & Planning Engineer

NOTED
W. C. WILLIAMS

RECEIVED
MAY 19 1953
OREGON
STATE HIGHWAY COMMISSION

Copies to
Mr. Probst

RECEIVED
[illegible] 1953
FOR FILING

KF - [illegible]

March 25, 1953

E. C. Hall Co. and
Fred H. Slate Co., Oreg. Ltd.
7805 S. W. 40th Ave.
Portland 19, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3882, which was awarded to you on March 3, 1953 by the State Highway Commission. for grading on the Brush Creek-Rinehart Creek Unit, Rocky Point-Gold Beach Section of the Oregon Coast Highway in Curry County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl
encl. 1

RECEIVED
MAR 17 1953
FOR FILING

BF-124(4)

March 13, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 9, 1953 on Contract No. 3332, Brush Creek-Rinehart Creek Unit, Rocky Point-Gold Beach Section, in connection with Federal Aid Project No. BF-124 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

FORM E-129X 37,500 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
FOR FILING
[illegible]
11-3882

Salem, Oregon
March 3, 1953

C
O
P
Y

C-881

Mr. W. C. Williams
Ass't State Highway Engineer
OFFICE

Elkhead Road-Rice Hill Section
Brushes Creek-Rinehart Creek Section
Douglas County

As far as this department is concerned, the contracts on the Elkhead Road-Rice Hill Section and the Brushes Creek-Rinehart Creek Section may be awarded.

/s/ R. L. Porter

R. L. PORTER
Right of Way Engineer

RLP/fn

RECEIVED
MAY 21 1953
FOR FILING

AGENDA
APR 8 1953
3C-3

March 3, 1953

Fred N. Slate Co. Oreg. Ltd. and
E. C. Hall Company
7805 S. W. 40th Street
Portland, Oregon

Gentlemen:

The State Highway Commission on January 22nd accepted your proposal to perform grading work on the Brush Creek-Rinehart Creek Unit of the Rocky Point-Gold Beach Section of the Oregon Coast Highway south of Port Orford in Curry County for the sum of $648,682.50, and on the same day awarded Contract No. 3882 to you subject to clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

confirm

md

cc - Mr. W. M. Franzwa
Mr. H. G. Smith
Mr. S. E. Probert
Mrs. Godie Lewis

ER

RECEIVED
MAY 21 1953
FOR FILING

AGENDA
APR 8 1953

3C-3

March 3, 1953

Fred H. Slate Co. Oreg. Ltd. and
E. C. Hall Company
7805 S. W. 40th Street
Portland, Oregon

Gentlemen:

The State Highway Commission on January 22nd accepted your proposal to perform grading work on the Brush Creek-Rinehart Creek Unit of the Rocky Point-Gold Beach Section of the Oregon Coast Highway south of Port Orford in Curry County for the sum of $648,682.30, and on the same day awarded Contract No. 3882 to you subject to clearance of right of way matters and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

confirm

md

cc - Mr. W. M. Franzwa
Mr. R. G. Smith
Mr. S. F. Probert
Mrs. Goldie Lewis

ER

RECEIVED

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 3, 1953
10:55 a.m.

Fred H. Slate Co. Oreg. Ltd and
E. C. Hall Company
7805 S. W. Fortieth Street
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Brush Creek-Rinehart Creek Unit, Rocky Point-Gold Beach Section of Oregon Coast Highway in Curry County for which you submitted low bid on January 22. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

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OREGON
STATE HIGHWAY COMMISSION

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MAR 6 1953
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BF-124.4

[illegible]

March 3, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Project BF-124(4), Brush Creek-Rinehart Creek Section of the Oregon Coast Highway, we hereby concur as of this date in award of Contract No. 3882 to Fred H. Slate Co., Oreg. Ltd. and E. C. Hall Co., of Portland, Oregon, low bidder in the amount of $648,682.50 submitted at the January 22, 1953 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
[illegible] 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
53
FOR FILING

F-124(4)

March 3, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading on the Brush Creek-Rinehart Creek Section of the Oregon Coast Highway in Curry County, Project BF-124 (4), to Fred H. Slate Co. Oreg. Ltd. and E. C. Hall Co., of Portland, Oregon, on the basis of the bid of $648,682.50 submitted on January 22, 1953.

All rights of entry required for this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
FEB 26 1953
FOR FILING

RF-124 [illegible]

355 [illegible]

February 24, 1953

The Honorable Paul L. Patterson
Governor of Oregon
State Capitol
Salem, Oregon

Dear Governor Patterson:

Herewith is a letter addressed to you, from Mrs. Vera H. Redenbaugh, with reference to the location of the Brushes Creek-Rinehart Creek Section of the Oregon Coast Highway.

When we made the original purchase of this property through the Goss Estate, we found that there was a contract sale to the Redenbaughs, and we attempted to negotiate with them for the purchase at that time but were unable to do so. We would have been perfectly willing to make them whole then. It would thus appear that they have known of the location for the past 15 years, which indicates there has been no sudden action taken.

I have carefully gone over the plans and believe that we need this right of way. The wide section along the coast is needed because if slides develop they will extend all the way to the ocean. The remainder of the 200-foot right of way will be used to widen out to a wide roadway which will afford room for a climbing lane for trucks. We have an amount of waste material which must be disposed of, and it is much better to place it in the roadbed which can be used later when a four-lane highway becomes necessary.

We sympathize with Mrs. Redenbaugh, but we are taking no unnecessary right of way and can make no change in alignment which would be at all consistent with requisite standards, and even then we do not believe it would benefit her in the slightest. As I understand it, the Right of Way Department has offered her $6,300.00 and the only counter she has taken would be $28,000.00. The appraisals that have been made vary from $2,330.00 to $6,300.00, and the offer will be made at the maximum appraisal. Even after condemnation is started, there is plenty of time for negotiation. Four of the appraisals were made by independent appraisers not connected with the Highway Department, and one appraisal in the amount of $5,900.00 has been made by an agent connected with this organization.

Bids have been taken on this project, and the contract will be awarded as soon as the condemnations are filed. There are two condemnations.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

RECEIVED
FEB 26 1953
FOR FILING

February 24, 1953

The Honorable Paul L. Patterson
Governor of Oregon
State Capitol
Salem, Oregon

Dear Governor Patterson:

Herewith is a letter addressed to you, from Mrs. Vera H. Redenbaugh, with reference to the location of the Brushes Creek-Rinehart Creek Section of the Oregon Coast Highway.

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I have carefully gone over the plans and believe that we need this right of way. The wide section along the coast is needed because if slides develop they will extend all the way to the ocean. The remainder of the 200-foot right of way will be used to widen out to a wide roadway which will afford room for a climbing lane for trucks. We have an amount of waste material which must be disposed of, and it is much better to place it in the roadbed which can be used later when a four-lane highway becomes necessary.

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Bids have been taken on this project, and the contract will be awarded as soon as the condemnations are filed. There are two condemnations.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl

February 24, 1953

Curry County Pomona Grange
Langlois
Oregon

Attention: Marion Brooks, Secretary

Gentlemen:

Considerable thought has been given to your letter concerning the right of way through Mrs. Redenbaugh's property and it is our considered opinion that the right of way specified is necessary in order to properly build this road. The improvement of the Oregon Coast Highway to modern standards will be of inestimable benefit to Curry County. Many people are desirous of using this as a winter route, but the alignment is such that many prefer to encounter the snows on the other routes rather than fight the traffic on the narrow, crooked Coast Highway. The entire economy of that region is dependent upon highway transportation.

The location through the Redenbaugh property was made in 1937, and we attempted to secure the right of way through the entire John D. Goss estate, but, unfortunately, this portion had been contracted to Mr. Redenbaugh and we were unable to deal with him. However, the Redenbaughs have known about the location of the highway ever since they secured this property.

Since the reconstruction of the Coast Highway is so necessary for all the people in that region, the State Highway Department should be encouraged to secure the best highways possible through this difficult terrain. The Engineering Department has made a very intensive investigation of this entire section and, while we are very sorry to displease Mrs. Redenbaugh and to interfere in any way with her peace and quiet, we are certain that the location selected is justified by the demands of traffic. We are further of the opinion that it will be appreciated by the citizens of Curry County as soon as the work is done and, on the contrary, we would be severely criticised if an inferior location were adopted.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Governor Patterson
Mr. Williams
Mr. Smith

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

PAUL L. PATTERSON
GOVERNOR

February 19, 1953

Mrs. Vera H. Redenbaugh
Linville Hill
Port Orford, Oregon

Dear Mrs. Redenbaugh:

Thank you very much for your letter of February 14th.

I am going to take occasion to discuss the subject matter of your letter with Mr. R. H. Baldock, State Highway Engineer, and as soon as I have a report, I shall write you further.

Very truly yours,

Paul L. Patterson

Governor

PLP:BE

bc: Mr. R. H. Baldock, Highway Commission

May we have a memorandum on this matter so that the Governor may reply to Mrs. Redenbaugh. Please return her letter when you have finished with it.

L. Barnett

COPY

COPY

LINVILLE HILL

Port Orford, Oregon
February 14, 1953

Governor Paul Patterson
Salem, Oregon

Dear Governor Patterson,

Eighteen years ago I bought this small ranch of 92 acres here on the coast of Oregon to which I planned to come when I retired, now, I have come here in my declining years to live out my life in peace among the myrtles some of which, on this place, were here before the Christian era.

Now come Speed and so-called Progress ruining my property and breaking my heart. US Highway 101 passes lengthwise through my place and now they propose to parallel the existing highway taking 27.2 acres thus completely wrecking my small ranch . The 200 ft.-wide grab takes my only valley and they want, besides, most of my coast line. It is these coastal valleys that carry the burden of taxes in Curry County as most of this county is state and federal owned. When I asked why it was necessary for them to have so much land, the reply was, and I quote, "To hold the road."

You may well say, Governor Patterson, that what has happened to US Highway 101 in Curry County during the past few weeks is cataclysmic. But if a new paralleling highway is built where your Highway Commission recommends, it will be even worse for the idiosyncrasies of soil and water, mud, and slippery serpentine will not be denied. These are facts that are well known to practical people. When I asked a representative of the Highway Department why a heavy highway was being built on mud and serpentine, the reply was "That's where the boys want it," and I quote. I am wondering about the identity of "The Boys."

They have let the contract for this work before obtaining rights-of-way or even options for some. The State Highway Commission of Oregon is very high-handedly grabbing (at its narrowest) this 200 ft. strip lying between the existing highway and the ocean.

The proposed highway will come within 100 feet of my living room. The construction will contaminate my stream from which I drink and cook. It will destroy my windbreak FOREVER! My fuel supply will be gone as we are too old to climb the hill to get out our wood. The few acres upon which my buildings are located will be entirely segregated from the rest as it will be necessary to cross both the existing and the proposed highways.

I am a widow; my income is $30 per month, retirement for service with the Navy during the war. I have nothing to sell but they have forced me to set a price on the property.. too high perhaps, but they promised to negotiate; they in turn have offered a miserly sum and threated condemnation proceedings. I should receive an amount commensurate with the damage to my

No. 5724
By RHB

ASSIGNMENT

Date: **January 7, 1952**

Description: **Letter from Marion Brooks, Secretary, Curry County Pomona Grange, Langlois, Oregon re division of Mrs. Redenbaugh's property by relocation of US101. Letter dated January 4, 1953.**

Acknowledged by _____ Referred to **SMITH**

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _______________ signature
Please prepare a very polite reply.

Assignment executed 1-9-53 Report received ________

Remarks:

CURRY COUNTY POMONA GRANGE

January 4th, 1953.

H. B. Smith
Please prepare a very polite reply.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Baldock:

We are writing you in regard the Mrs. Vera Redenbaugh property, just south of Humbug Mountain, and as to the relocation of Highway 101, as it effects Mrs. Redenbaughs property.

A good many years ago when Mr. Redenbaugh was still living, they selected this eighty acres of land to be their home, upon retiring from their very active life, and planned it as a spot in which to spend their last days here on earth, in the peace and quiet and amongst the Myrtle trees, as God had made it. They took many things into consideration, including the beautiful little stream that flows through their place and from which Mrs. Redenbaugh now gets her domestic water supply.

Now, here comes progress, and a new highway which cuts the heart out of the property and also the heart of Mrs. Redenbaugh, as all her dreams will be ruined.

We realize, Mr. Baldock, that the building of the highway cannot be jeopardized, but we do ask that perhaps a little special consideration could be shown Mrs. Redenbaugh, in that she be shown all the respect possible in regards to her home. Maybe a slight change could be made in the survey that would not hurt the proposed highway and still help Mrs. Redenbaugh.

Mrs. Redenbaugh is a very fine citizen and is active in community enterprizes and is also a member of the Eastern Star and Grange, and if you and I can place ourselves in her position, we can easily see her viewpoint. These little coastal valleys are the cream of our possessions, and do carry the tax burdens of Curry County. Acquisition of our best lands in this county by the State, thus removing them from the tax roll, is bringing about a serious situation, as this little strip of land right along the coast is the major tax paying section of Curry County.

We make a special appeal to you, Mr. Baldock, to further study the matter and see if you cannot grant some relief here to Mrs. Redenbaugh, in that her property will be damaged as little as possible.

After you have had time to make a study of this matter, we would be pleased to hear from you.

Thanking you for any consideration that might be shown in this matter, we are

Yours very truly,

Curry County Pomona Brange,

By Marion Brooks.
Secretary, Langlois, Oregon.

This letter authorized and sanctioned by Curry County Pomona Grange in regular session assembled at Sixes Grange Hall on January 3rd, 1953.

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FOR FILING

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[illegible]

4016

February 24, 1953

AIR MAIL

Honorable Harris Ellsworth
House Office Building
Washington, D. C.

Dear Harris:

Reference is made to your letter concerning our right of way through the property of Mrs. Vera H. Redenbaugh on the Brushes Creek-Rinehart Creek Section of the Oregon Coast Highway.

As you know, the Commission has recently allotted large sums of money to the improving of sections of the Oregon Coast Highway in Curry County and is starting to let contracts. We purchased a considerable portion of the right of way through the John D. Goss estate upon the death of Senator Goss in 1937, but, unfortunately, we could not purchase it all as he had sold a small acreage to the Redenbaughs under contract and we were unable to deal with them at a reasonable price. They have known of our location, therefore, for the last fifteen years, but, in spite of this, they have continued to improve the property and have built a small house. However, the house is not very close to the new right of way.

I understand Mr. Redenbaugh is no longer living, and Mrs. Redenbaugh has a sentimental attachment to this property. I sympathize with her, but we are taking no unnecessary right of way, and we can make no change in alignment which would be at all consistent with the requisite standards and benefit her in the slightest. However, we are still unable to deal with her and find it necessary to file condemnation proceedings.

In my opinion the improvement of the Oregon Coast Highway to modern standards will be of inestimable value to Curry County. The town of Brookings has had a material growth in the last few years, and their timber has greatly increased in value. When we obtain an adequate highway through this section, growth is bound to follow, and I would appreciate any effort you can give which will help these people to realize that their future prosperity is tied to highway improvement. To do this it is necessary to secure a modern alignment even though it may somewhat cut up their pasture lands.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Governor Patterson
Mr. Williams
Mr. Smith

HGS
hi

COMMITTEE ON RULES

No. 4016
By [illegible]

ASSIGNMENT

Date: February 16, 1953

Description: **Letter dated February 12, 1953 from Rep. Harris Ellsworth, Washington, D.C. re relocation of US101 through property of Vera H. Redenbaugh, Port Orford.**

Acknowledged by _____ Referred to ______ SMITH ✓ ______

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XXX Return with rough draft of reply
Please prepare for ________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 2-18-53 Report received ________

Remarks:

HARRIS ELLSWORTH
4TH DISTRICT, OREGON

HOME ADDRESS:
ROSEBURG, OREGON

COMMITTEE ON RULES

Congreſs of the United States
House of Representatives
Washington, D. C.

February 12, 1953

[illegible] TO
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
The Capitol
Salem, Oregon

Dear Sam:

I have a letter from a Vera H. Reidenbaugh, [illegible] Hill, Port Orford, in which she expresses considerable dissatisfaction with the proposed relocation of U.S. Highway 101 through her property.

Apparently Mrs. Reidenbaugh owns 32 acres of land and the highway has planned to go through the acreage in such a way as to take up some 27 acres of her ground. She feels that the acreage requirement is excessive and also indicates that the contract was let and planning gone ahead with, prior to a securing of any option for or any rights of way through her property.

It may well be that this is the only possible location but I thought I would call attention to her questions, and would appreciate any comments or observations you may be able to make on the matter.

With cordial good wishes.

Sincerely,

Harris

Harris Ellsworth

REFERRED TO
Mr. Williams
By State Highway Engineer

HE:gl

Please prepare
an answer.

NOTED
W. C. WILLIAMS

RECEIVED
[illegible] 1953
STATE HIGHWAY ENGINEER

THE SECRETARY OF THE INTERIOR
WASHINGTON

FEB 21 1953

Dear Miss Redenbaugh:

I held your letter of February 4 relative to an Oregon highway matter for a possible conference with Mr. R. H. Baldock, State Highway Engineer, during his recent visit to Washington. Mr. Baldock was attending a meeting here and I thought we might have an opportunity for a discussion of the subject presented in your letter.

Due to my extremely heavy calendar, it was impossible to arrange for a conference on this matter. I am, therefore, writing to Mr. Baldock so that he may know of the views expressed in your letter.

As you assume, I am, of course, interested in matters in my home State. However, decision on highway routes rests exclusively with the State Highway Commission and even were I still in the Governor's office in Salem, I would not be able to give you direct assistance in the matter about which you are concerned. As Governor, it was never my policy to dictate to the members of the Highway Commission on matters that were within their authority to decide. I was always glad, however, to ask for a report or to discuss highway problems with the Commission members when my attention was called to such problems.

I have less opportunity than ever to make a personal check on highway conditions in Oregon and my only alternative is to send your letter to Mr. Baldock so that he may know of your comment.

Sincerely yours,

Secretary of the Interior

Miss Vera H. Redenbaugh
Linville Hill, Registered
Port Orford, Oregon

cc: Mr. R. H. Baldock ✓

LINVILLE HILL
Registered

Port Orford, Oregon

COPY

February 4, 1953

Douglas McKay, Secretary of the Interior
Washington, D. C.

Dear Mr. Secretary:

May I congratulate you upon your appointment to the official family of the President? I am very sure the Cabinet's gain is Oregon's loss.

In line with the news that the President is moving to eliminate waste of the taxpayers' money in all its phases, I am writing you about the proposed relocation of U. S. Highway 101 through Curry County. The State Highway Commission of Oregon is very high-handedly grabbing (at its narrowest) a 200 ft. strip lying between the existing highway and the ocean. They have let the contract for this work before obtaining rights-of-way or even options for same. A stretch of state-owned land across which the road is to be built has already slipped into the ocean. When I asked representatives of the Highway Department of Oregon why a heavy highway was being built on mud and slippery serpentine, the reply was, "That's where the boys want it," and I quote. I am wondering about the identity of "the Boys." Funds for this highway are on a 60-40 basis, with the state paying the short end, I am told.

I own 92 acres through which U. S. Highway 101 passes lengthwise; now they propose to parallel the existing highway taking 27.2 acres thus completely ruining my small ranch. The 200 ft.-wide grab takes my only valley and they want besides most of my coast line. When asked why it was necessary for them to have so much land, the reply was, and I quote , "to hold the road." It is these coastal valleys that carry the burden of taxes in Curry County. Most of this county is state and government owned.

The proposed highway will come within 100 ft. of my living-room. The construction will

SYC

contaminate my stream from which I drink and cook; it will despoil my windbreak forever. My fuel supply will be gone as we are too old to climb the hill to get out our wood. The part on which my buildings are located will be entirely segregated from the rest as it will be necessary to cross the existing and the proposed highways.

I bought this place 18 years ago that I might come here in my declining years to live out my life in peace among the myrtles some of which were here before the Christian Era; and these they will destroy also.

Mr. McKay, though you have gone on to Washington, I feel your heart is still in Oregon and with its people. Is there a way you can stop this wilful waste of government funds? Is there a way you can help me?

Very respectfully yours,

/s/ Vera H. Redenbaugh

SYC

RECEIVED
FOR FILING

FF-124(4)

AGENDA
FEB 17 1953

4.m-1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 10, 1953

SUBJECT: Re: Amending resolution on
Brushes Creek-Rinehart Creek Sec.
Oregon Coast Highway

To: Mr. H. B. Glaiser
Secretary, Highway Commission
O F F I C E

Dear Mr. Glaisyer:

Attached hereto is the original and one copy of resolution which amends the resolution dated July 10, 1952, which adopted the survey of the above-named section of the Oregon Coast Highway. The July 10, 1952 resolution appears in the minutes of the Highway Commission meeting held on July 10 and 11, 1952, as Exhibit "E".

I checked with Mr. Enfield with respect to dating this amending resolution back as a non pro tunc resolution, but he thought that as long as the Commission adopted the amending resolution during its February meeting that it would be sufficient.

Yours truly

Frank C. McKinney
FRANK C. McKINNEY
Assistant Attorney

FCMcK:mb
Encs. 2

SYC

RESOLUTION

WHEREAS, the Commission on the 10th day of July, 1952, fully approved and adopted the final survey of the Brushes Creek-Rinehart Creek Section of the Oregon Coast Highway in Curry County, Oregon, and in connection therewith ordered said survey maps, field notes, and other engineering data to be filed and preserved in the records of the Commission at Salem, Oregon; and

WHEREAS, the said section is located on a primary state highway, to-wit: The Oregon Coast Highway; and

WHEREAS, it was the intention and desire of the Commission on July 10, 1952, to not only adopt and approve the above-mentioned survey as such, but in addition to specifically provide that said section survey was to be constructed as a throughway and within the meaning and purpose of Chapter 226, Oregon Laws 1947; and

WHEREAS, the said resolution adopted on July 10, 1952, failed to fully set out the intentions and desires of the Commission with respect to the adoption of the said section survey as a throughway;

NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED by this Commission, all members being present and voting affirmatively, as follows:

1. That the resolution dated July 10, 1952, approving and adopting the survey of the Brushes Creek-Rinehart Creek Section of the Oregon Coast Highway in Curry County, Oregon, be and the same hereby is amended so as to include and incorporate therein the following paragraph:

> That the survey of the Brushes Creek-Rinehart Creek Section of the Oregon Coast Highway in Curry County, Oregon, has been made within the meaning and purpose of Chapter 226, Oregon Laws 1947, commonly known as the "Throughway Law", and said survey was likewise made within the scope and purpose of the resolution approved and adopted by the Highway Commission November 3, 1948. Therefore, the construction of the said section of the said

Oregon Coast Highway shall be accomplished pursuant to the provisions of the said Throughway Law and said November 3, 1948, resolution.

2. That this amending resolution be entered in the minutes and records of the Commission this 17th day of February, 1953.

FOR [illegible]

BF-[illegible]

[illegible]

January 23, 1953

Fred H. Slate Company Oregon Limited
E. C. Hall Company
7805 S. W. 4 th Avenue
Portland 19, Oregon

Gentlemen:

The State Highway Commission on January 22, 1953 accepted your bid in the amount of $648,6[illegible].5[illegible] for construction of [illegible].91 miles of grading on the Brush Creek-Rinehart Creek Unit, of the Rocky Point-Gold Beach Section of the Oregon Coast Highway about 10 miles south of Port Orford in Curry County submitted by you on that day. Yours was the low bid received for this project, and the Commission has awarded the contract to you.

The Engineer was authorized and instructed to prepare contract and bond forms for execution by you and your surety when concurrence in the award of the contract has been received from the U. S. Bureau of Public Roads and right of way matters have been clarified.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restrictions on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

c: H. G. Smith
S. H. Probert
W. M. Franswa, SIAC

E. C. Hall Company
12012 S. W. Barbur Boulevard
Portland 19, Oregon

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[illegible]

[illegible]

January 23, 1953

Honorable Rudie Wilhelm, Jr., Speaker
House of Representatives
State Capitol
Salem, Oregon

Dear Mr. Wilhelm:

This letter is in reply to yours of January 16, having reference to a letter from G. F. Beall in which he protests the use of asbestos-bonded metal pipe on a road project known as the Brush Creek-Rinehart Creek Unit of the Oregon Coast Highway.

The Highway Department of Oregon is very careful, in calling for bids on culvert pipe, to permit competitive bidding between various makes of pipe, the State's first interest being, of course, to obtain the lowest price for a satisfactory type of pipe. In certain areas of the state, however, serious corrosion problems have confronted the Department for the past many years, and where serious corrosion problems arise we must specify the type of pipe that will best resist corrosion. There are many places in Eastern Oregon where alkaline soils create a problem for metal pipe, but we can overcome this difficulty in such locations by the use of concrete pipe. Along the Coast section of Oregon, corrugated metal pipe corrodes seriously. The use of concrete pipe is not satisfactory in many locations due to the fact that the embankments move, in this area subject to slides, and the concrete pipe pulls apart and wrecks the drainage. It is necessary to have a flexible-type pipe for these locations.

There has been perfected in the past ten years a means of bonding asbestos fibers, both inside and outside of corrugated metal culvert pipe, and experience has proved that this practically eliminates any corrosive action. The U. S. Army Engineers have used it extensively on tide flats along the Coast, and the Reclamation Service is a very frequent user of this type of pipe where conditions warrant. Cities along the Coast are gradually converting to almost exclusive use of the asbestos-bonded type of pipe. The City of Coos Bay has used it in sewer installations for the past few years, and, where extreme corrosion difficulties formerly existed, inspection of asbestos-bonded pipe shows practically no effect of corrosion at all.

The cost of asbestos-bonded pipe is slightly higher than the untreated kind, probably 10 to 15 per cent, but the ultimate cost to the State of Oregon will be far less by the use of this type of pipe under the conditions hereinbefore described.

As to the Armco Metal Drainage Company having an "in" with the Highway Department, this is without any foundation in fact of any kind, and the Highway Department in calling for bids for metal culvert pipe accepts the bid of the lowest bidder, regardless of what culvert pipe company it may be. For any pipe that is purchased for the State on contract jobs, we use a specification for pipe as manufactured by many companies, and the contractor purchases the pipe from whichever company he wishes, such purchase, of course, probably being based on promptness of delivery, service rendered, price quoted, et cetera. The only exception to this rule is the use of this noncorrosive pipe where its use appears to be to the best interests of the State.

I return Mr. Beall's letter herewith.

Respectfully yours,

R. H. Baldock
State Highway Engineer

RHB:hi
Enclosure
cc Mr. Williams

FORM E-30 25M 9-51 92315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20th, 1953

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In answer to Mr. Beall's letter concerning the use of asbestos-bonded pipe on the Brushes Creek-Rinehart Creek Section of the Oregon Coast Highway, US #101, reconstruction.

Normally, of course, we allow an alternate between ordinary corrugated pipe and concrete pipe, but in areas of unstable ground corrugated pipe is preferred on account of the longer length between joints and, therefore, the lessened danger of leakage occurring around the pipe from minor settlements and displacements of the fills. This leakage may, of course, endanger the entire fill.

Asbestos-bonded corrugated pipe was specified in this location because this section of the coast is especially hard on metal. We should take every precaution to install culverts of as long life as possible. I think there is no argument that asbestos-bonded pipe has much more resistance to the corrosion by the action of acid waters and also the salt airs and water found adjacent to the coast. The City of Coos Bay has had it in sewer installations for at least a dozen years, and examination has indicated that the sewage water has had no affect on the pipe. The Army Engineers have used it extensively on the tide flats along the coast and the Reclamation Service is a frequent user of this pipe where unfavorable conditions exist. Therefore, I believe that there is no question but that it is superior to ordinary corrugated pipe and well worth the additional price which it costs.

With respect to the patented feature, it is my understanding that the method of bonding the bituminous material to the corrugated sheets was patented by the Roberts Protected Metal Company, who have licensed the Armco Company to use it in the manufacture of culverts. They have licensed other manufacturers to use it for roofing and other purposes, but I am unable to learn whether the Armco is the exclusive licensee for its use in culverts.

I see no reason why the State of Oregon should be denied the right to use a patented article or process inasmuch as patents are granted by the United States Government and serve a necessary purpose in encouraging the improvement of every article and process. I think the laws respecting patents have also been modified so as to prevent the exclusive use of a patent, and I see no reason why the other pipe manufacturers could not manufacture a product as good or better than this, as there must be other materials which would bond the bituminous coating to the base metal as well as asbestos fibers.

About fifty years ago the corrugated metal culvert was promoted largely by one firm who stressed a particular type of iron. Other firms immediately came onto the market with their brands of material, so that corrugated metal is now made by all the steel companies. I cannot explain why the same development has not taken place with asbestos-bonded pipe, except that hitherto it has not proven popular enough to justify other manufacturers developing a similar product. However, now that its resistance to corrosion has been demonstrated by years of use and all the states, counties and governmental departments are using it in increasing amounts, I feel that there is no reason why other manufacturers cannot produce a competitive product as they are doing with every other patent. The government, state and municipal organizations are the largest users of culvert pipe, and there would be little opportunity for improvement in this line if laws were passed restricting the use of any but the present type of material which may happen to be manufactured by all the steel companies.

The Armco Company has no special "in" with the Highway Department, but, of course, you will remember that they are one of the largest manufacturers of corrugated metal, or one of its original promoters, and have stressed its use for the last fifty years. Culvert pipe is a side line with many other manufacturers, who have not carried on an educational campaign for new and improved products. The campaign for asbestos-bonded pipe is of at least twelve years' duration, but the Oregon State Highway Department has been very conservative in adopting it in any considerable amounts. Since it has now demonstrated its corrosion resistance in unfavorable soils, I feel that the other manufacturers are dillatory in not developing a competitive product and they are the ones to be criticized and not any state or municipal organization who is using the proper material for a specific location.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

RUDIE WILHELM, JR.
1233 N.W. 12TH
PORTLAND, OREGON

STATE OF OREGON
HALL OF REPRESENTATIVES
SALEM

January 16, 1953

Mr. R. H. Baldock
State Highway Building
Salem, Oregon

Dear Sam:

Enclosed is a letter received from one of my Portland friends regarding corrugated culverts.

Will you be kind enough to hand this over to the proper person in your department so that he might bring this letter back to me with any comments.

It seems to me I remember of hearing from Mr. Beall before with regard to the fact that he felt Armco had an "in" with the Highway Department.

I have no personal interest in this matter other than that I always try to straighten out any complaints that one of my constituents has, either with the Department of Finance, or any other state agency.

Many thanks.

Very sincerely yours,

Rudie Wilhelm

Rudie Wilhelm, Jr., Speaker
House of Representatives

RWJr:fb
Enc.

C O P Y

January 12, 1953

Rudy Wilhelm Jr.
Speaker of The House of Representatives
Salem, Oregon

Dear Rudy:

I hate to bother you with matters of this type, but believe it would be for the good of everyone in the State. At least I want to call it to your attention.

The Oregon State Highway Commission is calling for bids on the 21st day of January this year on a road job known as Brush Creek-Rinehart Creek Unit, Rocky Point, Gold Beach Section, Oregon Coast Highway. In the drainage units on this particular job they specify that all corrugated culvert shall be asbestos bond. For your information, asbestos bond is a patented item, owned and controlled by the American Rolling Mills of Middletown, Ohio, who in turn own all the Armco Fabricating plants throughout the country as well as the one in Portland, Spokane, Seattle and Boise. They have tried to sell the Highway Dept. on the idea that they would give franchises to other culvert manufacturers for the use of this material, but as yet, to my knowledge there has never been a franchise granted in this district. We have asked for same but have never even received a reply to our letter; only, the acknowledgement receipt through the local office.

So, by specifying asbestos bond culvert as specified in this job, no one can quote to the contractor or furnish the pipe except Armco.

We would like to see a Law passed whereby any department of the State of Oregon could not specify a patented process unless there is at least other franchise dealers or manufacturers who could supply any particular material. We believe this to be only a fair Law and would appreciate it if you would give me your view regarding same.

With kindest personal regards and best of luck, I remain,

Very truly yours,

(sgd) G. F. Beall

G. F. BEALL

GFB:el

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January 15, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to the corrugated metal end section for pipe culverts as specified for use on the Brush Creek-Rinehart Creek Project, BF-124 (4).

As evidence of the unpatented status of these end sections, we submit herewith a letter received from the Armco Drainage & Metal Products, Inc., a manufacturer of the end sections.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

Encl.

January 14, 1933

Mr. S. H. Probert, Office Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Probert:

In answer to inquiry from your office, the ARMCO end sections, which we sell and show in our literature, is not a patented article and has been and is being fabricated by others.

Whether others are making this end section in this state at this time, I do not know, but they have done so in the past.

If we can furnish you with any further information, please let us know.

Yours very truly

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Don G. Stone
Division Sales Manager
North Pacific Division

BGS/hh
cc: GSS

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June 17, 1952

Oregon State Highway Commission

Gentlemen:

I submit herewith a sketch map indicating the relocation of US 101 on the so-called Brushes Creek-Rinehart Creek Section, a distance of approximately 3.1 miles. Funds for the improvement of this section will be available in 1953, from bond issue funds, being a portion of $2,400,000 allocated to the Rocky Point-Gold Beach Section.

This matter will be on the next agenda, and I recommend your approval of the survey as completed, so that right-of-way negotiations may be undertaken in advance of the planned construction.

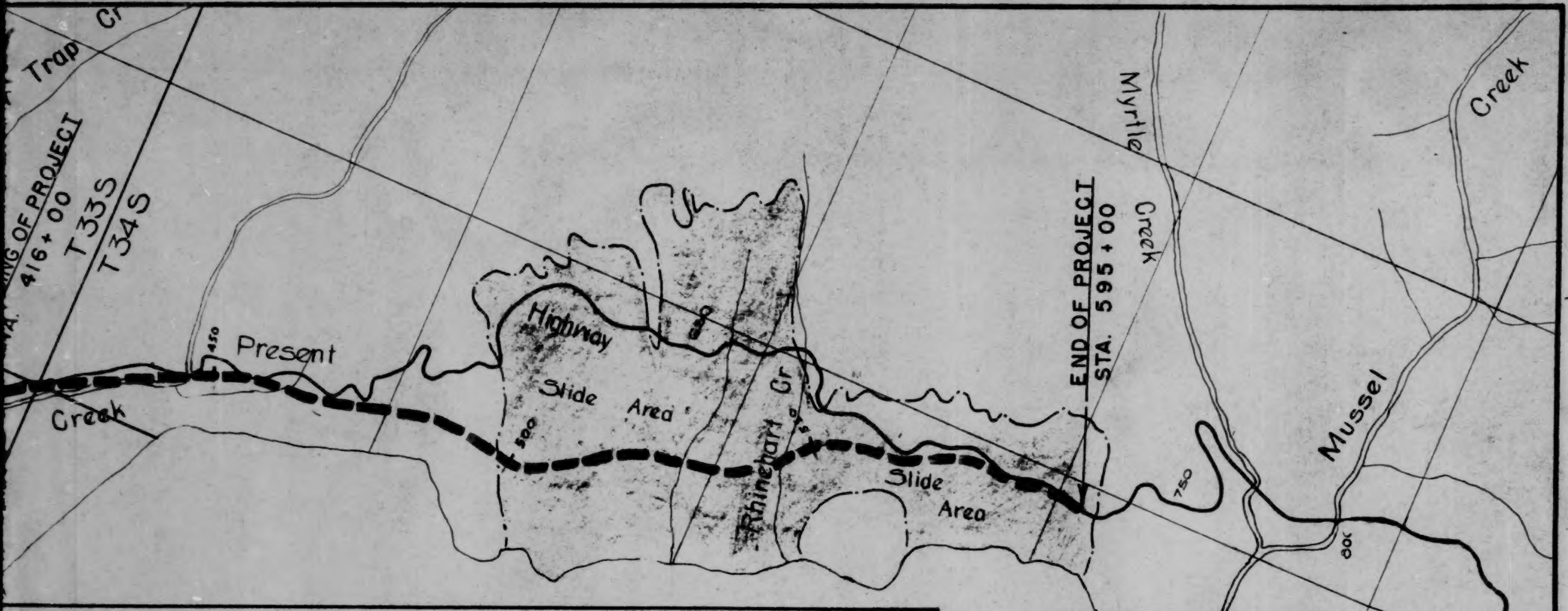
Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me

Enclosure

cc Mr. H. G. Smith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Myrtle Creek
750
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Creek
800
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OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

BRUSHES CREEK-RINEHART CREEK

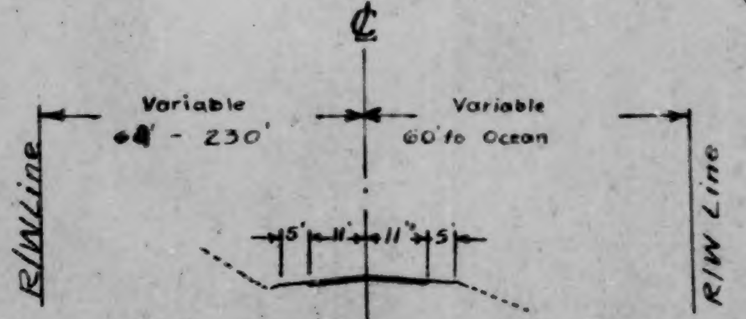
OREGON COAST HIGHWAY

CURRY COUNTY

Scale 1" = 2000'

June, 1952

NOTE: Climbing lane on right sta 545-560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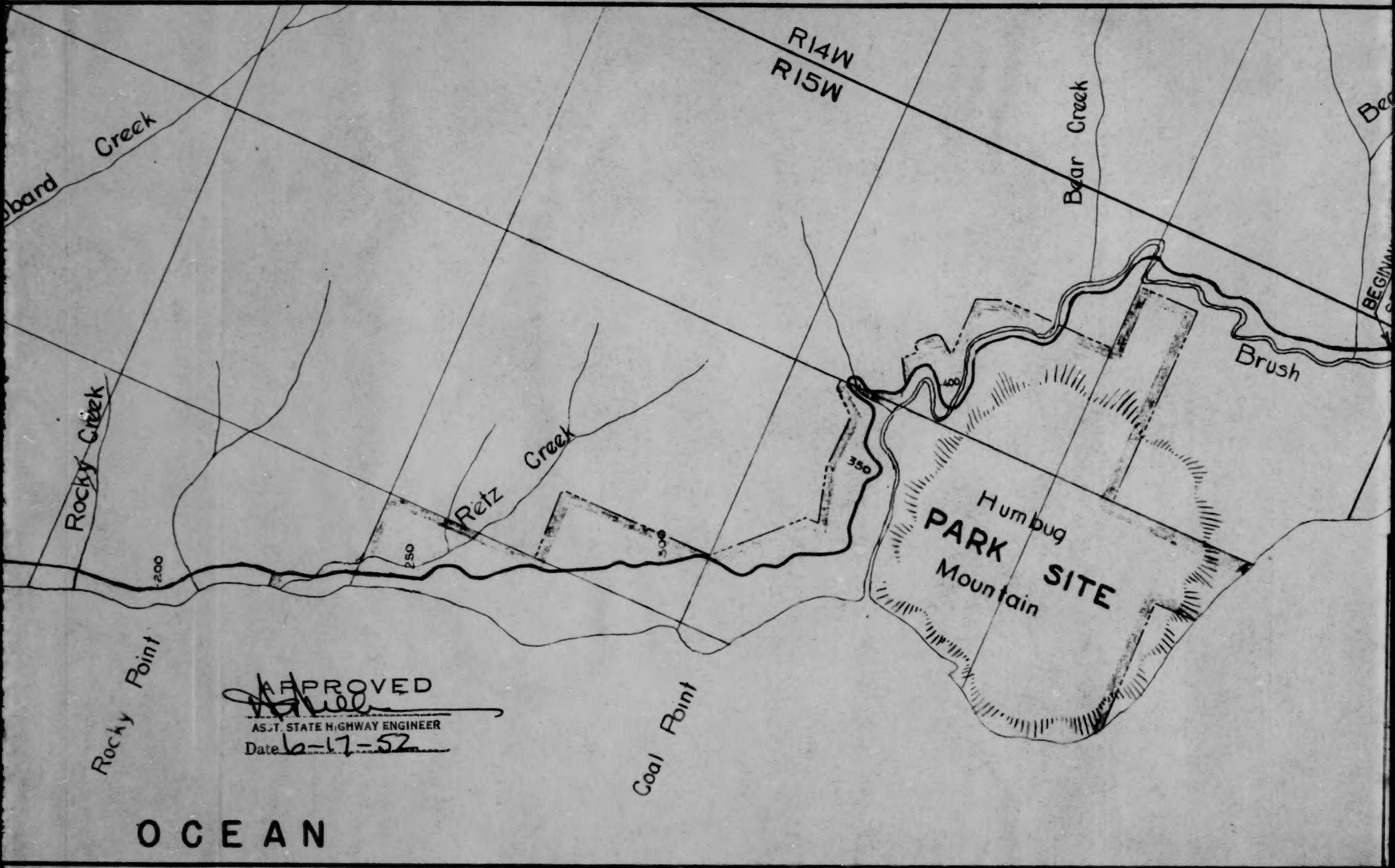
TYPICAL SECTION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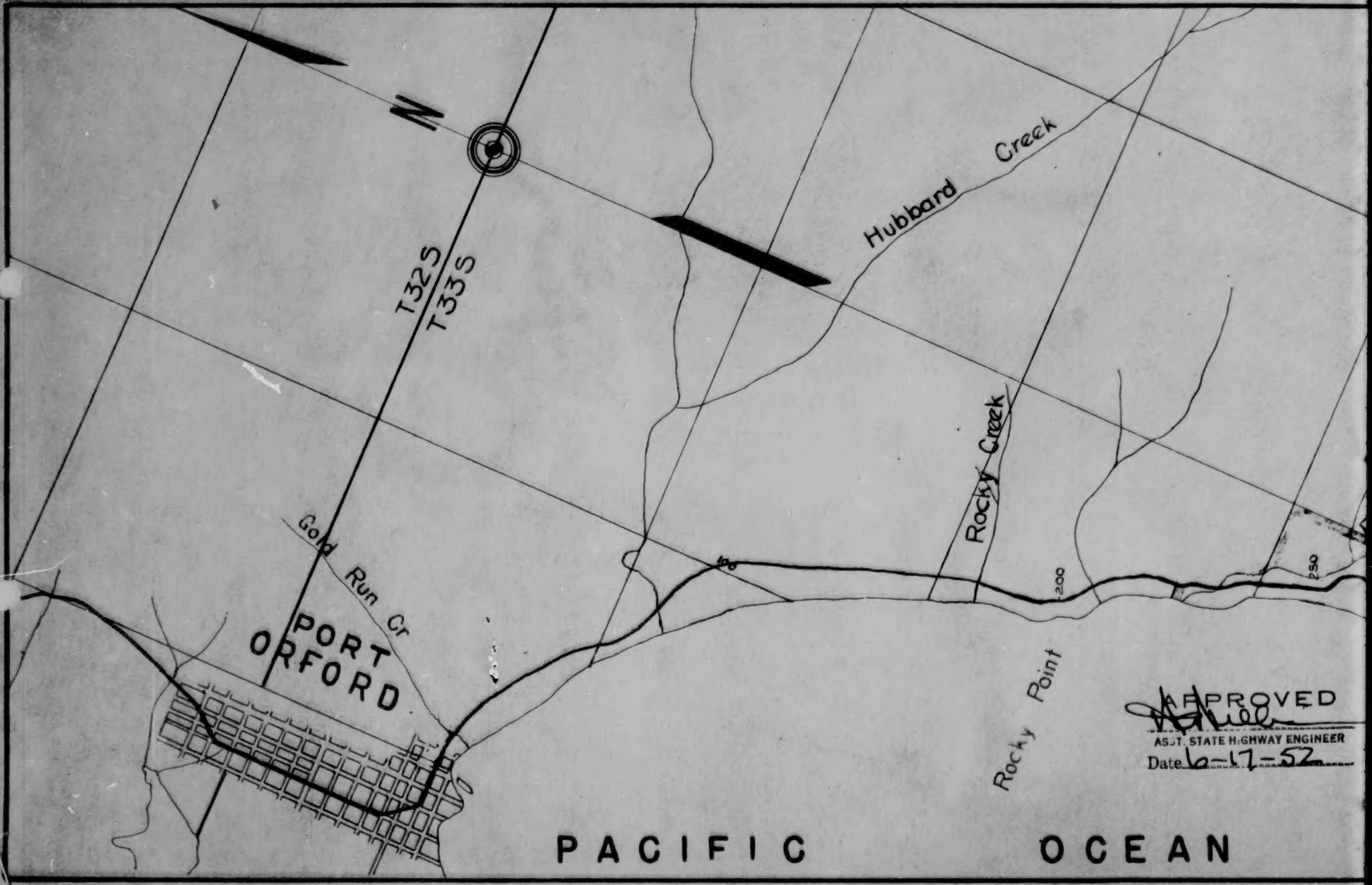
APPROVED
ASST. STATE HIGHWAY ENGINEER
Date 6-17-52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APPROVED
ASST. STATE HIGHWAY ENGINEER
Date 6-17-52

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract# 3819 Ends with: Contract# 3882

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 66 Reduction Ratio 21:1 Project No. ______

Camera: Name Bell & Havell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 24th day of November 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Leah Fretwell